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|--|--|---|--|---|--|--|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS | | | | 1. Requisition Number | | Page 1 Of 54 | |
| Offeror To Complete Block 12, 17, 23, 24, & 30 | | | | | | | |
| 2. Contract No. | | 3. Award/Effective Date | | 4. Order Number | | 5. Solicitation Number DAAE07-02-R-T074 | |
| 6. Solicitation Issue Date | | | | | | | |
| 7. For Solicitation Information Call: | | A. Name LAURA ARTZ | | B. Telephone Number (No Collect Calls) (586) 574-7482 | | 8. Offer Due Date/Local Time 2002NOV22 03:30pm | |
| 9. Issued By TACOM AMSTA-LC-CJBB WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail: ARTZL@TACOM.ARMY.MIL | | Code W56HZV 10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard: | | 11. Delivery For FOB Destination Unless Block Is Marked | | 12. Discount Terms | |
| | | | | <input checked="" type="checkbox"/> See Schedule | | | |
| | | | | <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) | | | |
| | | | | 13b. Rating DOA4 | | | |
| 14. Method Of Solicitation | | | | | | | |
| <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP | | | | | | | |
| 15. Deliver To SEE SCHEDULE | | Code | | 16. Administered By | | | |
| Telephone No. | | | | Code | | | |
| 17. Contractor/Offeror | | Code | | Facility | | 18a. Payment Will Be Made By | |
| Code | | | | | | Code | |
| Telephone No. | | | | 18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked | | | |
| <input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer | | | | <input type="checkbox"/> See Addendum | | | |
| 19. Item No. | | 20. Schedule Of Supplies/Services | | 21. Quantity | | 22. Unit | |
| | | | | | | | |
| | | SEE SCHEDULE | | | | | |
| | | (Attach Additional Sheets As Necessary) | | | | | |
| 25. Accounting And Appropriation Data | | | | | | 26. Total Award Amount (For Govt. Use Only) | |
| <input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. | | | | | | <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached. | |
| <input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda | | | | | | <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached. | |
| 28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies | | | | 29. Award Of Contract: Reference _____ Offer | | | |
| <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein. | | | | <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items: | | | |
| 30a. Signature Of Offeror/Contractor | | | | 31a. United States Of America (Signature Of Contracting Officer) | | | |
| 30b. Name And Title Of Signer (Type Or Print) | | 30c. Date Signed | | 31b. Name Of Contracting Officer (Type Or Print) | | 31c. Date Signed | |
| | | | | | | | |
| 32a. Quantity In Column 21 Has Been | | | | 33. Ship Number | | 34. Voucher Number | |
| <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted | | | | <input type="checkbox"/> Partial <input type="checkbox"/> Final | | | |
| 32b. Signature Of Authorized Government Representative | | | | 32c. Date | | 35. Amount Verified Correct For | |
| | | | | | | | |
| 36. Payment | | | | 37. Check Number | | | |
| <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final | | | | | | | |
| 38. S/R Account Number | | | | 39. S/R Voucher Number | | 40. Paid By | |
| | | | | | | | |
| 41a. I Certify This Account Is Correct And Proper For Payment | | | | 42a. Received By (Print) | | | |
| 41b. Signature And Title Of Certifying Officer | | | | 41c. Date | | 42b. Received At (Location) | |
| | | | | | | | |
| | | | | 42c. Date Recd (YYMMDD) | | 42d. Total Containers | |
| | | | | | | | |

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 2 of 54 |
| Name of Offeror or Contractor: | | |

SUPPLEMENTAL INFORMATION

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|-------------------------------------|-------------|
| 1 | 52.204-4016 (TACOM) | TACOM-WARREN ELECTRONIC CONTRACTING | MAR/2001 |

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>
[End of Clause]

| | | | |
|---|------------------------|--|----------|
| 2 | 52.242-4021 (TACOM) | NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL ADMINISTRATION | JUL/1999 |
|---|------------------------|--|----------|

During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

[End of Clause]

Executive Summary

1. The following information provides an overview of the U.S. Army Tank-automotive and Armaments Command's solicitation for the award of a contract for 100 gpm reciprocating water pump using commercial item description A-A-52315 dated 27 SEP 1994. It is the Governments intention to award a single five year Indefinite Delivery/ Indefinite Quantity (ID/IQ) contract as a result of this solicitation.

2. The Government also requires technical manuals for the pump. Offerors are required to provide two copies of any existing commercial technical manuals for the proposed pump, with its proposal, in accordance with FAR 52.212-1, "Instructions to Offerors - Commercial Items," paragraph 12. Offerors shall include the cost of a complete set of commercial technical manuals in the unit price for the pump. Each offeror shall also propose prices for complete set of Department of the Army Technical Manuals (DATMs) under CLIN 0020. The Government will evaluate the commercial manuals and the DATMs in accordance with 52.212-4002.

3. In addition offerors are invited to propose a unit price for shipping the pumps FOB Point Origin and a unit price for shipping the pumps FOB Point Destination. The Government will evaluate the two prices in accordance with FAR 52.247-45.

4. Offerors should carefully review the requirements of this solicitation and pay particular attention to the section entitled "Representations, Certifications, and Other Statements of the Offerors" starting on page 35 of this RFP. This section instructs the offeror how to present proposals and sets forth the evaluation and award criteria.

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 3 of 54 |
|--------------------|---|--------------|

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| | <p>SUPPLIES OR SERVICES AND PRICES/COSTS SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT).</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p><u>FOURTH ORDERING YEAR</u> OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p><u>FIFTH ORDERING YEAR</u> OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>The information presented below applies to Item No. 0011 Through 0015:</p> <p>Minimum 5 Year Quantity: 30 EACH (This will be ordered at the time of the basic contract award).</p> <p>Maximum 5 Year Quantity: 375 EACH (Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 5 YEAR QUANTITY IS GUARANTEED.</p> <p><u>NOTE</u>: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR.</p> <p>THIS BUY IS CROSS REFERENCED TO PRON: EH24R926EHEH (For Internal Purposes Only).</p> <p>(End of narrative A001)</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| | FOB DESTINATION: San Joaquin Depot Stockton CA 95296 <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET LOCATION OF PACKAGING/PACKING/SPECS: ADDENDA: 03 LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin | EST 8 | EA | \$ _____ | \$ _____ |
| 0013 | <u>Supplies or Services and Prices/Costs</u> | | | | |
| 0013AA | <u>THIRD ORDERING YEAR</u> NSN: 4320-01-482-9791 NOUN: 100 GPM WATER PUMP UNIT RECIP SECURITY CLASS: Unclassified The unit price is for one 100 GPM water pump delivered FOB Point Origin in accordance with this contract with one complete copy of the commercial technical manual and data overpacked. FOB DESTINATION: New Cumberland Army Depot New Cumberland PA 17070 FOB DESTINATION: Red River Army Depot Texarkana TX 75507 FOB DESTINATION: San Joaquin Depot Stockton CA 95296 <div style="text-align: center;">(End of narrative B001)</div> <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET LOCATION OF PACKAGING/PACKING/SPECS: ADDENDA: 03 LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin | EST 75 | EA | \$ _____ | \$ _____ |
| | | EST 45 | EA | \$ _____ | \$ _____ |
| | | EST 22 | EA | \$ _____ | \$ _____ |
| | | EST 8 | EA | \$ _____ | \$ _____ |
| 0014 | <u>Supplies or Services and Prices/Costs</u> | | | | |
| 0014AA | <u>FORTH ORDERING YEAR</u> | EST 75 | EA | \$ _____ | \$ _____ |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|---|--------------------------------|--|--|
| | NSN: 4320-01-482-9791 NOUN: 100 GPM WATER PUMP UNIT RECIP SECURITY CLASS: Unclassified The unit price is for one 100 GPM water pump delivered FOB Point Origin in accordance with this contract with one complete copy of the commercial technical manual and data overpacked. FOB DESTINATION: New Cumberland Army Depot New Cumberland PA 17070 FOB DESTINATION: Red River Army Depot Texarkana TX 75507 FOB DESTINATION: San Joaquin Depot Stockton CA 95296 (End of narrative B001) <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET LOCATION OF PACKAGING/PACKING/SPECS: ADDENDA: 03 LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin | EST 45 EST 22 EST 8 | EA EA EA | \$ _____ \$ _____ \$ _____ | \$ _____ \$ _____ \$ _____ |
| 0015 | <u>Supplies or Services and Prices/Costs</u> | | | | |
| 0015AA | <u>FIFTH ORDERING YEAR</u> | EST 75 | EA | \$ _____ | \$ _____ |
| | NSN: 4320-01-482-9791 NOUN: 100 GPM WATER PUMP UNIT RECIP SECURITY CLASS: Unclassified The unit price is for one 100 GPM water pump delivered FOB Point Origin in accordance with this contract with one complete copy of the commercial technical manual and data overpacked. FOB DESTINATION: New Cumberland Army Depot New Cumberland PA 17070 FOB DESTINATION: Red River Army Depot Texarkana TX 75507 FOB DESTINATION: San Joaquin Depot Stockton CA 95296 (End of narrative B001) <u>Packaging and Marking</u> | EST 45 EST 22 EST 8 | EA EA EA | \$ _____ \$ _____ \$ _____ | \$ _____ \$ _____ \$ _____ |

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 8 of 54 |
|--------------------|---|--------------|

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| A003 | <div>001 3</div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>001 2 SEE DD FORM 1423</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(000015) SEE NARRATIVE ON DD 1423</div> <div>ENGINEERING DATA FOR PROVISIONING /DRAWINGS</div> <div>SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001 3</div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>001 1 SEE DD FORM 1423</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(000015) SEE NARRATIVE ON DD 1423</div> | 1 | EA | \$ _____ | \$ _____ |
| A004 | <div>PRE-PROCUREMENT SCREENING</div> <div>SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001 3</div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>001 1 SEE DD FORM 1423</div> | 1 | EA | \$ _____ | \$ _____ |

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 9 of 54 |
|--------------------|---|--------------|

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| A005 | <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (000015) SEE NARRATIVE ON DD 1423</p> <p><u>DESIGN CHANGE NOTICE</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (000015) SEE NARRATIVE ON DD 1423</p> | 1 | EA | \$ _____ | \$ _____ |
| A006 | <p><u>TECHNICAL MANUAL TM 10-4320-XXX-14 & P</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (000015) SEE NARRATIVE ON DD 1423</p> | 1 | EA | \$ _____ | \$ _____ |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| A007 | <u>SPECIAL EQUIPMENT TOOL & TEST EQUIPMENT LIST</u> SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (000015) SEE NARRATIVE ON DD 1423 | 1 | EA | \$ _____ | \$ _____ |
| A008 | <u>MAINTENANCE ALLOCATION CHART</u> SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (000015) SEE NARRATIVE ON DD 1423 | 1 | EA | \$ _____ | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| A009 | <div>TECHNICAL MANUAL STATUS AND SCHEDULES</div> <div>SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>0013</div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>0011SEE DD FORM 1423</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(000015) SEE NARRATIVE ON DD 1423</div> | 1 | EA | \$ | \$ |

Name of Offeror or Contractor:

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|---------------------------------------|-------------|
| 1 | 52.247-4457 (TACOM) | LONG TERM CONTRACTS - FOB DESTINATION | OCT/1999 |

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages:

| | |
|-------------------------------|-----|
| New Cumberland Army Depot, PA | 60% |
| Red River Army Depot, TX | 30% |
| Sharpe Army Depot, CA | 10% |

[End of Clause]

| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 13 of 54 |
|--------------------|---|---------------|
|--------------------|---|---------------|

Name of Offeror or Contractor:

CONTRACT CLAUSES

| | Regulatory Cite | Title | Date |
|----|-----------------|---|----------|
| 1 | 52.222-19 | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES | FEB/2002 |
| 2 | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | JAN/1991 |
| 3 | 52.232-16 | PROGRESS PAYMENTS | MAR/2000 |
| 4 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION | MAY/1999 |
| 5 | 52.242-10 | F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE | APR/1984 |
| 6 | 52.246-2 | INSPECTION OF SUPPLIES--FIXED PRICE | AUG/1996 |
| 7 | 52.247-1 | COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND | APR/1984 |
| 8 | 52.247-29 | F.O.B. ORIGIN | JUN/1988 |
| 9 | 52.247-34 | F.O.B. DESTINATION | NOV/1991 |
| 10 | 52.247-54 | DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS | MAR/1989 |
| 11 | 52.247-58 | LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS | APR/1984 |
| 12 | 52.247-59 | F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS | APR/1984 |
| 13 | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98 | MAR/1998 |
| 14 | 252.211-7005 | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS | OCT/2001 |
| 15 | 252.232-7004 | DOD PROGRESS PAYMENT RATES | OCT/2001 |
| 16 | 252.242-7003 | APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS | DEC/1991 |
| 17 | 52.212-5 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS | MAY/2002 |

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- ☒ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)
- ☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ☐ (ii) Alternate I to 52.219-5.
- ☐ (iii) Alternate II to 52.219-5.
- ☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ☒ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))
- ☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I of 52.219-23.
- ☒ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246)
- ☒ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☒ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☒ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O.13126).

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| <p style="text-align: center;">CONTINUATION SHEET</p> | <p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-02-R-T074 MOD/AMD</p> | <p style="text-align: center;">Page 14 of 54</p> |
|--|--|---|

Name of Offeror or Contractor:

- ___ (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).
(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).
(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)
(ii) Alternate I of 52.225-3.
(iii) Alternate II of 52.225-3.
- ___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- X (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ___ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___ (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 15 of 54 |
|--------------------|---|---------------|

Name of Offeror or Contractor:

by the individuals or activities designated in the Schedule. Such orders may be issued from date of Contract Award through five years from the date of contract award.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

19 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 15, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 75.

(2) Any order for a combination of items in excess of 75; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

20 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six and one half years after the date of Contract award.

[End of Clause]

21 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR MAY/2002
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of lay of Executive orders applicable to acquisitions of commercial items or components.

X 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 16 of 54 |
|---------------------------|--|----------------------|

Name of Offeror or Contractor:

- ☒ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- ☐ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- ☒ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- ☒ 252.225-7012 Preference for Certain Domestic Commodities.
- ☒ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- ☒ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Section 8064 of Pub.L. 106-259).
(Alternate I)
- ☐ 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- ☐ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C.2534(a)(3)).
- ☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (____ Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☒ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- ☒ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- ☒ 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).
- ☒ 252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631)
(____Alternate I)
(____Alternate II)
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).
- 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
- 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

22 52.242-4457 DELIVERY SCHEDULE FOR DELIVERY ORDERS OCT/2002
(TACOM)

(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

(1) CLINs 0011 through 0015: Start deliveries 120 days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered. Deliveries of the pumps are not allowed without an approved Final copy of the equipment publications overpacked.

(i) You'll deliver a minimum of 8 units every 30 days;

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 17 of 54 |
| Name of Offeror or Contractor: | | |

(ii) You can deliver more than the minimum number of units every thirty days at no additional cost to the Government.

(2) Data Items under CLIN 0020:

- A001: Maintenance Analysis: Copy available at each Provisioning conference:
- A002: Provisioning Parts List: Draft copy due 90 days after date of contract.
Updated Copy due 30 days after each Provisioning Conference.
- A003: Engineering Data for Provisioning/ Drawings: Draft copy available at each Provisioning Conference.
Updated Copy due 30 days after each Provisioning Conference.
- A004: Pre-procurement Screening: Draft copy available at each Provisioning Conference.
Updated Copy due 30 days after each Provisioning Conference.
- A005: Design Change Notice: Delivered not later than 30 days after the ECP or production change.
Government will provide approval within 14 working days.
- A006: Equipment Publications: Draft Equipment Publication (DEP) copy 60 days after date of award.
Validation/Verification of the Technical Manual will begin 80 days after award.
Final Draft Equipment Publication, Final Reproducible copy with a RPSTL as an appendix
and Electronic technical manual due 120 days after date of award.
- A007: Special Equipment Tools and Test Equipment list: Draft copy due 30 days after date of award.
Government will provide comments within 15 days of receipt of the draft copy.
Final copy due 15 days after receipt of the Government's comments on draft copy.
- A008: Maintenance Allocation Chart: Draft copy available at each Provisioning Conference.
Government will provide comments within 30 days of receipt of the draft copy.
Updated Copy due 60 days after each Provisioning Conference.
- A009: Technical Manual Status and Schedule: First report due 15 days after start of work meeting.
Subsequent reports due the first of every month thereafter until manuals are complete or as
determined at Start Of Work Meeting/MPP Review.

(3) Delivery is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

(4) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES _____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, _____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED. DELIVERIES ON SUBSEQUENT DELIVERY ORDERS WILL START _____ DAYS AFTER DELIVERY ORDER AWARD DATE.

(2) I WILL DELIVER A QUANTITY OF _____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____ UNITS EVERY 30 DAYS.

(3) ATTENTION: IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER UP TO A MAXIMUM QUANTITY OF 30 EVERY 30 DAYS.

[End of Clause]

| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 18 of 54 |
|--------------------|---|---------------|
|--------------------|---|---------------|

Name of Offeror or Contractor:

(TACOM)

The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD- 1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916. This handbook is not contractually binding.

[End of Clause]

24 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL AUG/1998
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART
101-29

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

[End of Clause]

25 52.211-16 VARIATION IN QUANTITY APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:
 ZERO percent increase; and
 ZERO percent decrease.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

(End of clause)

26 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS DEC/2001

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

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| <p style="text-align: center;">CONTINUATION SHEET</p> | <p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-02-R-T074 MOD/AMD</p> | <p style="text-align: center;">Page 19 of 54</p> |
|--|--|---|

Name of Offeror or Contractor:

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5 for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

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| <p style="text-align: center;">CONTINUATION SHEET</p> | <p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-02-R-T074 MOD/AMD</p> | <p style="text-align: center;">Page 20 of 54</p> |
|--|--|---|

Name of Offeror or Contractor:

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of Clause)

27
52.248-1
VALUE ENGINEERING
FEB/2000

This clause applies to the packaging requirements only.

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions.

"Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include --

- (1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
- (2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
- (3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 21 of 54 |
| Name of Offeror or Contractor: | | |

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either --

(1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or

(2) To the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that --

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 22 of 54 |
| Name of Offeror or Contractor: | | |

following:

- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP.

The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.
- (e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.
- (f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon --

(1) This contract's type (fixed-price, incentive, or cost-reimbursement);

(2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and

Name of Offeror or Contractor:

(3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

| Contract Type | Incentive (Voluntary) | | Program Requirement (Mandatory) | |
|---|-----------------------|-------------------------------------|---------------------------------|-------------------------------------|
| | Instant Contract Rate | Concurrent and Future Contract Rate | Instant Contract Rate | Concurrent and Future Contract Rate |
| Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts) | * 50 | * 50 | * 25 | 25 |
| Incentive (fixed-price or cost) (other than award fee) | (**) | * 50 | (**) | 25 |
| Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts) | *** 25 | *** 25 | 15 | 15 |

* The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECF.

** Same sharing arrangement as the contract's profit or fee adjustment formula.

*** The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECF.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when

- (i) the cost or price is reduced on the instant contract,
- (ii) reductions are negotiated in concurrent contracts,
- (iii) future contracts are awarded, or

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 24 of 54 |
| Name of Offeror or Contractor: | | |

(iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below).

Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall --

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

- (i) Fixed-price contracts -- add to contract price.
- (ii) Cost-reimbursement contracts -- add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by --

- (i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and
- (ii) Multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by --

- (i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;

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| <p style="text-align: center;">CONTINUATION SHEET</p> | <p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-02-R-T074 MOD/AMD</p> | <p style="text-align: right;">Page 25 of 54</p> |
|--|--|--|

Name of Offeror or Contractor:

(ii) Subtracting any Government costs or negative instant contract savings not yet offset; and

(iii) Multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of Clause)

| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 26 of 54 |
|--------------------------------|---|---------------|
| Name of Offeror or Contractor: | | |

28 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION MAR/2000

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

29 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT DEC/1991

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, MATERIAL INSPECTION AND RECEIVING REPORT, of the Defense FAR Supplement.

(End of clause)

30 52.204-4005 REQUIRED USE OF ELECTRONIC COMMERCE MAY/2000
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website

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| <p align="center">CONTINUATION SHEET</p> | <p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-02-R-T074 MOD/AMD</p> | <p align="right">Page 27 of 54</p> |
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Name of Offeror or Contractor:

http://farsite.hill.af.mil/

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (810) 574-7059.

[End of Clause]

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| 31 | 52.204-4009 | MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION | JUN/1999 |
| | (TACOM) | | |

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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| 32 | 52.211-4047 | NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL | APR/2000 |
| | (TACOM) | (NEGOTIATED) | |

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 28 of 54 |
| Name of Offeror or Contractor: | | |

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(7) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(8) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.

(9) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Clause]

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| 33 | 52.214-4003 | ALL OR NONE | JUN/1985 |
| | (TACOM) | | |

Only one award will be made as a result of this solicitation. Offers must be submitted for the total quantity of all the items listed. Offers for less than the total quantities of all the items will not be considered.

[End of Clause]

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| 34 | 52.246-4005 | INSPECTION AND ACCEPTANCE POINTS: ORIGIN | FEB/1995 |
| | (TACOM) | | |

The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

Contractor's Plant: _____
(Name and Address)

Subcontractor's Plant: _____
(Name and Address)

[End of Clause]

Name of Offeror or Contractor:

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| 35 | 52.246-4010 (TACOM) | DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENT: IN-THE-CLEAR ADDRESSES | JAN/2001 |
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| <u>Rail/</u> <u>Motor</u> <u>SPLC*</u> | <u>MILSTRIP</u> <u>Address</u> <u>Code</u> | <u>Rail</u> <u>Ship To:</u> | <u>Motor</u> <u>Ship To:</u> | <u>Parcel Post</u> <u>Mail To:</u> |
|--|--|--|--|--|
| 206721/ 209405 | W25G1U | Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA | Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA | Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001 |
| 875670/ 875675 | W62G2T | Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000 | Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000 | Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130 |
| 471995/ 471996 | W31G1Z | Transportation Officer Anniston Army Depot, Bynum, AL | Transportation Officer Anniston Army Depot, Bynum, AL | Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021 |
| 209741/ 209770 | W25G1R | Transportation Officer Letterkenny Army Depot, Culbertson, PA | Transportation Officer Letterkenny Army Depot, Chambersburg, PA | Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150 |
| 661136/ 661157 | W45G19 | Transportation Officer Red River Army Depot, Defense, TX | Transportation Officer Red River Army Depot, Texarkana, TX | Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000 |
| 764538/ 764535 | W67G23 | Transportation Officer Tooele Army Depot, Warner, UT | Transportation Officer Tooele Army Depot, Tooele, UT | Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003 |

***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

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| 36 | 52.246-4025 (TACOM) | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT -- TACOM QUALITY SYSTEM REQUIREMENT | MAR/2000 |
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(a) This solicitation will result in a purchase order that will require the contractor to use a quality-assurance system to ensure the quality of the purchased items.

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 30 of 54 |
| Name of Offeror or Contractor: | | |

(b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. Paragraph f (below) asks you to identify what quality-assurance system you will use.

(1) If you indicate that your quality system conforms to one of the ISO 9000-series standards, or to QS 9000, or to ANSI/ASQ 9001 or 9002, this is a sufficient description: you need not further describe your quality system in your response to the solicitation.

(2) If your quality system does not conform to any of the standards listed in (b)(1) immediately above, then in addition to identifying the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting order. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house. (Note, however, that if the quality system you intend to use is one that conforms to MIL-Q-9858, MIL-I-45208, or another comparable military specification or standard, you don't need to send us a copy of the standard: just identify which standard you intend to use).

- (3) If you provide a description of your quality system, make sure that your description covers how your system:
- achieves defect prevention, and
 - provides process control, and
 - ensures adequate quality controls throughout all areas of performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for award.

(e) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of performance.

(f) Your quality system may be based on (i) international quality standards such as the ISO 9000 series, or (ii) military, or (iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- [] ISO 9001
- [] ISO 9002
- [] QS 9000
- [] ANSI/ASQ Q9001
- [] ANSI/ASQ Q9001
- [] Other, specifically _____

(Note: if you check the other block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word other, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive an award, your proposed system will be required.)

(g) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(h) At any point during performance, we have the right to review your quality system to assess its effectiveness in meeting requirements.

[End of Clause]

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 31 of 54 |
|---------------------------|--|-----------------------------|

Name of Offeror or Contractor:

the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmision. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

- (c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

38 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT FEB/2002
(TACOM)

- (a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government Bill(s)/Commercial of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

- (b) The Contractor will request:

- (1) Government Bills of Lading and

(2) Routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

39 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS JUL/2002
(TACOM)

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

40 52.247-4458 GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION SEP/2000

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| <p style="text-align: center;">CONTINUATION SHEET</p> | <p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-02-R-T074 MOD/AMD</p> | <p style="text-align: center;">Page 32 of 54</p> |
|--|--|---|

Name of Offeror or Contractor:

(TACOM)

(a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.

(b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.

(1) Unit Package:

(i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).

(ii) Unit Package Exterior Size/Weight of Unit Package with contents:

Length_____ x Width_____ x Depth _____(expressed in inches)/Weight expressed in _____ pounds

(2) Shipping Container:

(i) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:

Length, _____ x Width, _____ x Height,_____ (expressed in feet and inches)

(ii) Number of unit packages per shipping container _____ each

(iii) Gross weight of Shipping container and contents _____ Lbs.

(3) Unitized Loads:

(i) Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [] No []; describe: _____.

(ii) Number of Shipping containers per pallet/skid _____ each.

(iii) Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials _____ Lbs

(iv) Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:

Length, _____ x Width, _____ x Height,_____ (expressed in feet and inches)

(v) Gross Weight of Unit Load _____ Lbs;

[End of Clause]

STATEMENT OF WORK (SOW) 100 GPM Water Pumping Assemblies

41. Pumps, Reciprocating, Power Driven: Diaphragm, Diesel-engine driven, Wheel-mounted, CID A-A-52315 dated 27 September 1994 CLIN 001

The contractor, as an independent Contractor, and not as an agent of the Government, shall prepare and deliver 100 GPM Water Pumping Assemblies in accordance with this contract. The 100 GPM Water Pumping Assemblies delivered under this contract shall comply with the technical requirements set forth in Commercial Item Description (CID) A-A-52315 dated 27 September 1994. The following is provided in accordance with the requirements of notes on page 4 of the CID:

1. Pumps, Reciprocating, Power Driven: Diaphragm, Diesel-engine driven, Wheel-mounted: CID A-A-52315 dated 27 September 1994
2. Size B- 100 gpm capacity
3. No additional accessories or equipment are required.
4. Pump units shall be provided with suction hoses.

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| <p style="text-align: center;">CONTINUATION SHEET</p> | <p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-02-R-T074 MOD/AMD</p> | <p style="text-align: center;">Page 33 of 54</p> |
|--|--|---|

Name of Offeror or Contractor:

42. Meetings.

a. Start of Work (SOW) Conference: Within thirty (30) days after contract award a Start of Work Conference shall be held at U.S. Army Tank-automotive and Armaments Command (TACOM).

b. A Logistics sub-conference will be part of the start-of-work meeting, and include a MPP (Maintenance, Provisioning, and Publication) Review:

1. Maintenance Planning, to review and discuss operator and maintenance functions, the maintenance concept for the system, and diagnostics requirements.
2. Provisioning guidance, to provide guidance to the contractor for documenting and submitting provisioning data.
3. Publications Meeting, to review and discuss publication requirements
4. Other Integrated Logistics Support (ILS) issues.
5. The government and the contractor shall jointly develop an ILS schedule

c. Contract Status Review Conferences: As part of the overall program management effort, the Contractor shall provide technical and managerial representative(s) to attend periodic meetings, on an as needed basis, at least once per year, at TACOM, to review contract status. These reviews shall be for one eight hour day or as specified. Topics to be discussed shall include, but not be limited to, contract status, testing, production, and deliverables. An agenda will be coordinated with the Contractor at least 15 days prior to each meeting and will be developed jointly by the Contractor and the Government.

d. Maintenance, Provisioning, and Publication) Review/ Provisioning Conference
The conference will be held at the contractors facility unless the parties agree to move it a different location.

- (1) MPP Reviews/Provisioning Conference as required beginning 60 days after contract award.
- (2) If needed, follow-on Reviews/Conference every 60 days thereafter.

e. Minutes shall be made of the above meetings and distributed to all parties.

43. Integrated Logistics Support (ILS) Development

a. The contractor shall conduct Supportability Analysis to develop logistics products described in this contract. The contractor shall present an overview of its plan to manage and develop logistic products at start of work meeting. The contractor will use Military Performance (MIL-PRF) Specification 49506 for use in identifying content, format, delivery and related guidance for logistics data except as otherwise identified in this contract.

- (1) Maintenance Planning CLIN 0020 Data Item A001

(a) Maintenance Analysis. The contractor shall conduct a maintenance analysis to determine the maintainability characteristics of the systems. The analysis shall be documented in the contractors format as an logistics management information (LMI) summary entitled Maintenance Analysis, and will identify the maintenance functions, level of maintenance, manpower, spare parts and support equipment required for each repairable item. The analysis will be in end item hardware breakdown sequence, and will also identify Functional Group Codes in accordance with TB 750-93-1 (with Change 5), dated 27 Jun 1983) FOR EACH REPAIRABLE ITEM. This TB can be found at web site <http://www.logsa.army/mil/etms/online.htm>. Instructions are contained in Attachment 004, under Maintenance Analysis. The LMI summary shall be delivered In accordance with Contract Data Requirements List (CDRL) A001.

(b) This analysis shall be the basis for the development of the Electronic Technical Manual (ETM), Preventive Maintenance Checks and Services (PMCS), Maintenance Allocation Chart (MAC), Repair Parts Special Tools List (RPSTL).

(c) You shall brief the maintenance analysis procedures and strategy you intend to employ at the at the SOW Meeting. Updates to any analysis procedures and strategy shall be briefed at each subsequent MPP (Maintenance, Provisioning and Publication) Program Review(s).

(d) Maintenance Allocation Chart (MAC) Contractor shall prepare and deliver a MAC, In accordance with (MIL-STD-40051A and CDRL A008) Government has 30 days after delivery to approve or disapprove.

44. PROVISIONING

a. Provisioning Contract Control Number (PCCN) and Provisioning Control Code (PCC) for each pump, will be provided at the Start Of Work Meeting. You shall provide a provisioning performance schedule at the Start of Work meeting In accordance with Attachment 004, Provisioning Requirements Statement. This schedule shall provide an estimate of the number of items to be provisioned and the number of conferences that will be required. The maximum number of items at any Maintenance Provisioning and Publications (MPP) Review/Conference shall be 1,500 line items.

b. Provisioning Parts List. The Contractor shall develop and deliver separate LMI, (Provisioning Parts List (PPL)) for each pump,

| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 34 of 54 |
|--------------------|---|---------------|
|--------------------|---|---------------|

Name of Offeror or Contractor:

In accordance with DID-ALSS-81529, (attached), CDRL A002, and Attachment 004. LMI (PPL) data is required In accordance with MIL-PRF-49506 as specified on the LMI data worksheet for all parts and special tools identified on the 100 GPM Water Pumping Assemblies. Further guidance can be found in MIL-HDBK-502.

c. Provisioning Conference/MPP Review. Unless otherwise directed by the government, a Provisioning Conference will be held at the contractor facility approximately 60 days after contract award. The Contractor shall make available the following at this conference:

- (1) Two hard copies of LMI/PPL data product for each pumping assembly. LSA 036 Summary (PPL) format is acceptable. Data Item A002
- (2) One hard copy of the Engineering Data for Provisioning (EDFP) drawings for each part listed on the LMI Data Product that does not have a NSN. Data Item A003
- (3) A copy of Pre-Procurement Screening Data Item A004

d. This submittal shall include separate PPLs for each Pumping Assembly, but not to exceed 1500 total lines. If needed, an additional provisioning conference will be scheduled 60 days after the preceding conference. It will cover data in excess of 1500 lines, changes due to FAT or other reviews. You shall make necessary changes and deliver updated LMI data product (PPL) 30 days after completion of review and government concurrence. The government will identify any rejects/errors, 30 days after receipt. The Contractor shall correct all CCSS rejects within 15 calendar days of such notification and resubmit them electronically in ASCII text with accompanying 80/80 listing. The Contractor shall ensure that only those items that are repair parts, special tools, or part of the end item's top-down generation breakdown will be loaded in the PMR. The Government will reject all others. Additional guidance to do provisioning can be found in AMC P 700-25 (Provisioning Guide), at web site <http://www.logsa.army.mil/pubs.htm> , and Quality Provisioning Guidance Book (QAPG), which will be provided upon request.

e. All submissions of the LMI/PPL data must be compatible with our Commodity Command Standard System (CCSS)/Provisioning On Line System, In accordance with ADSM 18-LEA-JBE-ZZZ-UM-06, Provisioning System. (<http://stlouis.wlmp.com/ads/docs/fielded/ums/leajbe06.doc>) The data shall be capable of being loaded into our Provisioning Master Record (PMR) without any modification to the data. CCSS has various methods by which the Contractor can deliver provisioning data and the Government will discuss these methods at the start of work meeting.

f. Contractor On-Line Access:
Access to the Provisioning on-line System (POLS) to make Provisioning Suspense File (PSF) corrections may be provided as an alternate to receiving validation reject reports from us and having to make corrections on a subsequent submittal. This access by modern to the Provisioning on-line System (POLS) will be provided, if requested by you at the MPP Guidance Conference/SOW meeting.

45. Logistics Management Information (LMI) Engineering Data for Provisioning (EDFP) Data Item A003.

a. EDFP. The Contractor shall prepare the EDFP, i.e. drawings, In accordance with DI-ALSS-81529 (attachment) for all items that when assembled make up the end item In accordance with CDRL A003. You will have available one hard copy of the Engineering Data for Provisioning (EDFP) drawings for each part listed on the LMI Data Product that does not have a NSN, at each MPP Reviews/Provisioning Conference.

b. Drawing Information: These drawings shall include a parts list, detail and assembly drawings, interface control data, diagrams, performance characteristics and details of material for each assembly, sub-assembly, spare part, or kit used on the 100 GPM Pumps. Drawings are not required for items accompanied by a copy of pre-procurement screening (e.g. Haystack, Parts Master, Defense Logistics Service Center (DLSC) or another Government approved screening database) which indicates this item has previously been assigned a valid stock number. The Contractor shall make available drawings, to include the top assembly drawing, at each provisioning conference for Government review. All drawings shall contain the following information:

- (1) Commercial and Government Entity Codes (CAGEC), with authorized signature and date cited.
- (2) Part Number.
- (3) Provisioning Line Item Sequence Number (PLISN). All drawings shall be in Provisioning Line Item Sequence Number (PLISN) sequence.
- (4) Provisioning Contract Control Number (PCCN)
- (5) Nomenclature.
- (6) A brief description to include sizes, grade, surface finish, and coatings for common hardware shall be available in LMI data.

b. Substitutes for drawings, such as commercial catalogs or catalog descriptions, sketches or photographs with brief descriptions or dimensions, material, mechanical, electrical or other descriptive characteristics do not apply. Your use of such drawings substitutes is permitted only by exception, on a case by case basis, by the responsible Provisioning/Cataloging representative.

c After the government approves each drawing as being suitable for National Stock Number (NSN) assignment, the drawings shall be submitted on a Compact Disk-Read Only Memory (CD-ROM) in Adobe Acrobat .PDF file, or some other software product format that the government agrees to, concurrently with each PPL submittal. Text on all drawings shall be in English Language.

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|---------------------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 35 of 54 |
| Name of Offeror or Contractor: | | |

d. Pre-Procurement Screening. Data Item A004

(1) The Contractor shall conduct pre-procurement screening in accordance with CDRL A004 using the following data basis: Haystack, Parts Master, DLSC or another Government approved screening database, Federal Logistics Information System (FLIS), www.dlis.dla.army.mil, or other methods.

(2) This screening will be done for all items to be provisioned. Screening results must be available to review at each provisioning conference/MPP Review in PLISN sequence showing either NSN hit or no hit for each item listed on the PPL. Contractor will maximize the use of parts already available in the DOD supply system when possible. Screening results will not be older than 60 days prior to Provisioning Conference/review. (EDFP is not required for all items accompanied by a copy of pre-procurement screening which indicates the item has a valid National Stock Number (NSN)).

e. Design Change Notice (DCN) Data Item A005 (DI - ALLSS-81529, CDRL A005). You shall submit DCN information for those design or part number changes which modify, add, delete or supersede any of the operating, maintenance or repair parts information that was previously provided. The information shall be provided at a maximum of 60 working days after Government ECP approval or production change decision has been implemented.

46. PUBLICATION REQUIREMENTS (CDRL A006, Attachments 005 and 006)

a. Contractor shall prepare and deliver a separate Operators, Organizational, Direct Support and General Support Maintenance Manual (Including Repair Parts And Special Tools List) for the 100 GPM Pumping Assemblies.

100 GPM Pump: (TM 10-4320-XXX-14&P)
Complete TM Number for each manual will be provided by TACOM.

b. Prepare TMs in accordance with MIL-STD-40051A, Department of Defense Standard Practice, Preparation of Digital Technical Information for Multi-Output Presentation of Technical Manuals. CDRL A006 (web site: www.logsa.army.mil/mil40051/menu.htm) These manuals shall cover all components of each Pumping Assembly.

c. For guidance only, use MIL-HDBK-1222, Department of Defense Handbook, Guide to the General Style and Format of US Army Work Package Technical Manuals and MIL-STD-2361A, DoD Interface Standard Digital Publications development (<http://www.logsa.army.mil/mil40051/menu.htm>)

d. Electronic Technical Manuals (ETMs) (Adobe Acrobat.pdf) (CDRL A006 and Attachments 005 and 006).

(1) The Contractor shall prepare and deliver a separate Electronic Technical Manual (ETM) for each pump on this contract. This ETM will be based on the approved FDEP in accordance with Attachments 005, and 006 and the related CDRL.

(2) The contractor shall ensure that the government has the right to use and distribute the ETMs and electronic data files delivered under this contract. The contractor shall correct all errors found in the manuals, and ETMs resulting from contractor and government reviews, test or validation/verification at no additional cost to the government.

(3) The Contractor shall provide the Government with validated ETM and paper Final Draft Equipment Publication (FDEP) manuals in accordance with the CDRL A006. The Contractor, at no additional charge to the Government, shall correct all errors discovered by the Government during Verification or by the Contractor during Validation. All changes to the configuration shall be accurately reflected in the final ETM and FDEP. The paper copy draft and the ETMs shall be mutually inclusive of data, text and art, and format.

e. Technical Manual Validation and Verification

(1) You shall develop a validation/verification plan, which the government will review prior to implementation. You shall conduct a combined validation/verification for the technical manuals being created for each pumping assembly.

(2) You shall demonstrate your process and controls to incorporate the operating and maintenance procedures and repair parts into the technical manuals. You remain responsible for the quality, adequacy of the data and adequacy of manuals. We reserve the right to monitor your technical manual validation/verification on the vehicle systems.

(3) The validation/verification shall take place at your facility, utilizing the indoors bay area. Fifteen days prior to the validation/verification, we will determine what procedures will be verified. We will provide a user representative to conduct verification. You will provide a representative to maintain a master markup. You shall correct all errors we discover in the technical manuals during our quality review, at no additional cost to the Government. You will be responsible for ensuring that all mandatory replacement parts, expendable supplies, and common and special tools are on site prior to the start of the validation/verification.

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|--------------------|---|---------|---------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | | Page 36 of 54 |
| | PIIN/SIIN DAAE07-02-R-T074 | MOD/AMD | |

Name of Offeror or Contractor:

(4) Our acceptance of the manuals during the validation/verification process is contingent on your demonstrating that your quality procedures were implemented and effective. If the technical manuals contain errors, which exceed the stated objectives of your quality program, we reserve the right to conduct a separate verification program.

47. SPECIAL TOOLS AND TEST EQUIPMENT LIST Data Item A007

The contractor shall deliver a priced Special Tools and Test Equipment List in accordance with DI-ILSS-80868(T) and CDRL A007. The list shall provide individual prices for each item on the list. It shall include those peculiar support items that are required to support and maintain the system name throughout its life cycle. Special Tools are defined as tools not found in the Armys General Mechanics Tool Kit (NSN: 5180-00-177-7033), Organizational Maintenance Common No. 1 Tool Kit (NSN: 4910-00-754-0654), Common No. 2 Tool Kit (4910-00-754-0650), and Tool Kit Supplement No. 1 (NSN: 4910-00-754-0653), and U.S. Army Supply Catalogs 4910-95-A73 and 4910-95-A74. The Contractor shall select the equipment in the following order:

- (1) Tools available in the specified tool kits.
- (2) Test, Measurement and Diagnostics Equipment (TMDE) which is currently part of the Department of Defense.
- (3) Commercially available items, not previously identified.
- (4) The contractor shall identify all special tools required to service or repair the system name components and incorporate the special tools and test equipment lists into the maintenance manual.

*** END OF NARRATIVE I 001 ***

Name of Offeror or Contractor:

LIST OF ATTACHMENTS

| List of Addenda | Title | Date | Number of Pages | Transmitted By |
|--------------------|--|-------------|--------------------|----------------|
| Attachment 001 | TDP AA52315 SIZE B | 10-JUN-2002 | 002 | |
| Attachment 002 | CONTRACT DATA REQUIREMENTS LIST | | 005 | |
| Attachment 003 | SPECIAL PACKAGING INSTUCTIONS | 07-JUN-2002 | 003 | |
| Attachment 004 | LOGISTICS MANAGEMENT INFORMATION DATA` | | 005 | |
| Attachment 005 | PUBLICATION MATRIX | | 008 | |
| Attachment 006 | PUBLICATION REQUIREMENTS | | 003 | |
| Attachment 007 | REPAIR PARTS AND SPECIAL TOOLS LIST | | 007 | |

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|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 38 of 54 |
|---------------------------|--|----------------------|

Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|--|-------------|
| 1 | 52.232-13 | NOTICE OF PROGRESS PAYMENTS | APR/1984 |
| 2 | 52.247-4001 (TACOM) | METHOD OF EVALUATION OF TRANSPORTATION OF F.O.B. ORIGIN OFFERS | MAR/2002 |

(a) For the evaluation of this offer, we will use the lowest freight rates that are:

- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and
- on file or published by the date of bid opening (or by the closing date specified for requests for proposals), and
- for the selected method of shipment, and
- based upon the following freight classification:

UFC: 6000 ITEM: 63220
NMFC: 100 ITEM: 125820

(b) In addition to using the published freight rates for evaluation, we may use the rates granted specifically by the carriers to us under Section 10721 of the Interstate Commerce Act. These rates are on file at the offices of the Military Traffic Management Command (MTMC) listed below and are available for public inspection:

| | |
|-----------------------|-------------------------|
| Commander, HQ, EAMTMC | Commander, HQ, WAMTMC |
| ATTN: MTE-INP | Military Ocean Terminal |
| Bayonne, NJ 07002 | Oakland, CA 94626 |

(end of clause)

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| 3 | 52.247-4457 (TACOM) | EVALUATION OF TRANSPORTATION COSTS FOR LONG TERM CONTRACTS | MAR/2002 |
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We do not know the quantity and destination requirements that will apply during the term of this Contract. To determine the low offeror, we will evaluate those transportation costs that apply to a quantity of 75 each, including any option quantities, by using the methodology described in the Section K clause entitled "Evaluation--FOB Origin" (FAR 52.247-47). The quantity delivery rate the Government identified in Paragraph (b)(3) of Section I's clause 52.242-4457 entitled "Delivery Schedule for Delivery Orders" will be used in our evaluation. We will use the following estimated quantities, excuding any Foreign military Sales (FMS) portion (if any), to the listed tentative destinations in conducting our evaluation:

45 each TO New Cumberland Army Depot, New Cumberland PA 17070

22 each TO Red River Army Depot, Texarkana TX 75507

8 each TO San Joaquin Stockton CA 95296

[End of Provision]

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| 4 | 52.212-1 | INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS | OCT/2000 |
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(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 39 of 54 |
| Name of Offeror or Contractor: | | |

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(12) You shall deliver two (2) hard-copy sets of of any existing commercial manuals (including all component supplier commercial manuals). Deliver any Commercial manuals, if available, that address the operation procedures, maintenance procedures and repair parts necessary to support the 100 gpm pump. Include in the set a complete parts break down of the offered pump.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 40 of 54****PIIN/SIIN** DAAE07-02-R-T074**MOD/AMD****Name of Offeror or Contractor:**

Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)

Facsimile (202 619-8978)

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D

700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697_2667/2179; or

(B) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or

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| <p style="text-align: center;">CONTINUATION SHEET</p> | <p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-02-R-T074 MOD/AMD</p> | <p style="text-align: center;">Page 41 of 54</p> |
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Name of Offeror or Contractor:

maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of Provision)

5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (Alt I JUL/2002
dated Apr 2002)

(A) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer identification number (TIN)

() TIN:_____.

() TIN has been applied for.

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| <p style="text-align: center;">CONTINUATION SHEET</p> | <p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-02-R-T074 MOD/AMD</p> | <p style="text-align: center;">Page 42 of 54</p> |
|--|--|---|

Name of Offeror or Contractor:

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() Offeror is an agency or instrumentality of a foreign government;
() Offeror is an agency or instrumentality of the Federal government;

(4) Type of organization.

- () Sole proprietorship;
() Partnership;
() Corporate entity (not tax-exempt);
() Corporate entity (tax-exempt);
() Government entity (Federal, State, or local);
() Foreign government;
() International organization per 26 CFR 1.6049-4;
() Other _____.

(5) Common Parent.

() Offeror is not owned or controlled by a common parent:
() Name and TIN of common parent:

Name _____
TIN _____

(C) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Island, or the District of Columbia. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it
() is,
() is not
a small business concern.

(2) Veteran-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents as part of its offer that it (check one) is _____ is not a _____ veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision. The offeror represents as part of its offer that it (check one) is, _____ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it
() is,
() is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than a small business concern). Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it
() is,
() is not, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 43 of 54

PIIN/SIIN DAAE07-02-R-T074

MOD/AMD

Name of Offeror or Contractor:

the four designated industry groups (DIGs). The offeror represents as part of its offer that it

() is,

() is not

an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

| <u>Number of Employees</u> | <u>Average Annual Gross Revenues</u> |
|----------------------------|--------------------------------------|
| <u>50 or fewer</u> | <u>\$1 million or less</u> |
| <u>51 - 100</u> | <u>\$1,000,001 - \$2 million</u> |
| <u>101 - 250</u> | <u>\$2,000,001 - \$3.5 million</u> |
| <u>251 - 500</u> | <u>\$3,500,001 - \$5 million</u> |
| <u>501 - 750</u> | <u>\$5,000,001 - \$10 million</u> |
| <u>751 - 1,000</u> | <u>\$10,000,001 - \$17 million</u> |
| <u>Over 1,000</u> | <u>Over \$17 million</u> |

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either-

(A) It () is,

() is not

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has,

() has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It

() is,

() is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with

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| <p style="text-align: center;">CONTINUATION SHEET</p> | <p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-02-R-T074 MOD/AMD</p> | <p style="text-align: center;">Page 44 of 54</p> |
|--|--|---|

Name of Offeror or Contractor:

13 CFR part 126; and
(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:
____() Black American.
____() Hispanic American.
____() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
____() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
____() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
____() Individual/concern, other than one of the preceding.

(D) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--
(ii) It
() has,
() has not,
participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
(ii) It
() has,
() has not,
filed all required compliance reports.
(2) Affirmative Action Compliance. The offeror represents that--
(i) It
() has developed and has on file,
() has not developed and does not have on file,
at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(E) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(F) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "Buy American Act -Supplies") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
(2) Foreign End Products: [List as necessary.]
LINE ITEM NO.: COUNTRY OF ORIGIN:

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

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| <p style="text-align: center;">CONTINUATION SHEET</p> | <p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-02-R-T074 MOD/AMD</p> | <p style="text-align: center;">Page 45 of 54</p> |
|--|--|---|

Name of Offeror or Contractor:

(G)(1) Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade":

NAFTA Country or Israeli End Products: [List as necessary]

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act" The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products: [List as necessary]

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian End Products

LINE ITEM NO.: [List as necessary]

(3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act": [List as necessary]

Canadian or Israeli End Products

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products [List as necessary]

LINE ITEM NO.:

COUNTRY OF ORIGIN:

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with,

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|--------------------|---|---------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 46 of 54 |
|--------------------|---|---------------|

Name of Offeror or Contractor:

commission of any of these offenses.

(I) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product: Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

6 52.247-45 F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION APR/1984
Offers are invited on the basis of both F.O.B. origin and F.O.B. destination, and the Government will award on the basis the Contracting Officer determines to be most advantageous to the Government. An offer on the basis of F.O.B. origin only or F.O.B. destination only is acceptable, but will be evaluated only on the basis submitted.

(End of provision)

7 52.247-46 SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS APR/1984
(a) If more than one shipping point or plant is designated by the offeror and the offeror fails to indicate the quantity per shipping point or plant before bid opening, the Government will evaluate the offer on the basis of delivery of the entire quantity from the point or plant where cost of transportation is most favorable to the Government.

(b) If the offeror, before bid opening (or the closing date specified for receipt of offers) fails to indicate any shipping point or plant, the Government will evaluate the offer on the basis of delivery from the plant at which the contract will be performed, as indicated in the offer. If no plant is indicated in the offer, the offer will be evaluated on the basis of delivery from the Contractor's business address indicated in the offer.

(c) If the offeror uses a shipping point other than that which has been used by the Government as a basis for the evaluation of offers, any increase of transportation costs shall be borne by the Contractor and any savings shall revert to the Government.

(End of provision)

8 52.247-47 EVALUATION--F.O.B. ORIGIN APR/1984
Land methods of transportation by regulated common carrier are the normal means of transportation used by the Government for shipment within the United States (excluding Alaska and Hawaii). Accordingly, for the purpose of evaluating offers, only these methods will be considered in establishing the cost of transportation between offeror's shipping point and destination (tentative or firm, whichever is applicable) in the United States (excluding Alaska and Hawaii). This transportation cost will be added to the offer price in determining the overall cost of the supplies to the Government. When tentative destinations are indicated, they will be used only for evaluation purposes, the Government having the right to use any other means of transportation or any other destination at the time of shipment.

(End of provision)

9 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS NOV/1995
(a) Definitions.
As used in this clause--

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate

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| <p style="text-align: center;">CONTINUATION SHEET</p> | <p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-02-R-T074 MOD/AMD</p> | <p style="text-align: center;">Page 47 of 54</p> |
|--|--|---|

Name of Offeror or Contractor:

(including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

_____Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

10 TACOM DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of provision]

11 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001

(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
<http://www.ccr2000.com/>

| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 48 of 54 |
|--------------------------------|---|---------------|
| Name of Offeror or Contractor: | | |

[End of Provision]

12 52.212-4002 EVALUATION--COMMERCIAL ITEMS AUG/1996
(TACOM)

(a) We'll award a contract to the offeror that:

1. submits the lowest evaluated bid or offer, and
2. submits a bid or proposal that meets all the material requirements of this solicitation, and
3. meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

1. arrange a visit to your plant and perform a preaward survey;
2. ask you to provide financial, technical, production, or managerial background information.

(c) DA TMs Procurement Evaluation. The Government will review the commercial manuals and data supplied with each offeror's proposal. The commercial off the shelf (COTS) manuals will be evaluated in accordance with MIL-HDBK-1221 (Notice 1 dated 30 Sep 99) to determine whether or not the reviewed COTS manuals prove adequate to support the pump. If the COTS are adequate, the DA TMs will not be required from that offeror. If the commercial manuals are not found to be adequate, then all of the Data Items under CLIN 0020 will be required. MIL-HDBK-1221 can be obtained at www.logsa.army.mil/pub/tmss/1221wcgl.pdf.

(d) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, we may accept an offer (or part of an offer), regardless of whether there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

13 52.212-4003 ALL OR NONE--COMMERCIAL ITEM ACQUISITION SEP/1996
(TACOM)

This provision serves as an addendum that modifies paragraph (h) of FAR 52.212-1, entitled INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS. Paragraph (h) is modified to say that you must offer to provide the total quantity of the items in this solicitation. ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL NOT BE CONSIDERED FOR AWARD

14 52.212-4851 ELECTRONIC OFFERS REQUIRED -COMMERCIAL ITEMS JUL/2001
(TACOM)

1. You must submit your offer via paperless electronic media (See Paragraph 2 below.). Only the technical data should be submitted in paper. Offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(i) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(ii) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

(iv) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified on the solicitation cover sheet (Government Standard Form 1449), with e-mail copy-furnished to amsta-idq@taacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calander days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

2. Acceptable media: You must submit your offer via 100 or 250 megabyte Zip*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.

(a) 100 or 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone

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| <p align="center">CONTINUATION SHEET</p> | <p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-02-R-T074 MOD/AMD</p> | <p align="center">Page 49 of 54</p> |
|---|--|--|

Name of Offeror or Contractor:

number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition." Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language on the SF 1449 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required).

(b) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(c) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. DO NOT FAX OFFERS TO THE BUYER. SIMILARLY, DO NOT ADDRESS THE FAX TO THE BUYER. YOU MUST ADDRESS THE FAX TO THE ATTENTION OF offers@tacom.army.mil AS THIS IS THE LOCATION WHERE YOUR FAX MUST BE RECEIVED. THE COVER PAGE OF THE FAX MUST CLEARLY INDICATE THAT THE FAX SHOULD BE SENT TO offers@tacom.army.mil.

Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph 5 below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Please select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 or 250 megabyte Zip*-disk AND e-mail.

3. Commercial product literature in support of technical proposals shall be provided in electronic format in accordance with the format guidelines above. If this literature is unavailable in electronic format, the offeror shall provide a brief description of it in his offer, and shall retain this hard copy literature for possible later review by the Contracting Officer.

4. Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.212-1, "Instructions to Offerors--Commercial Items." listed elsewhere in this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.

5. Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM before the closing date. Contact the buyer identified on the SF 1449 solicitation cover sheet to arrange a means of providing it. Passwords used only for the purpose of write protecting files need not be provided.

6. Electronic offers must include, as a minimum:

(a) The SF 1449 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per 2(a) above, this SF 1449 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph 2(a) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 1449 cover sheet. E-mailed offers must also include a signed SF 33 cover sheet that can be either faxed or scanned. If faxed to the TACOM Network Fax Server (1-586-574-5527), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(b) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, provision entitled : Inspection Point: Origin, TACOM clause 52.246-4028, filled in (if applicable). All applicable fill-ins must be completed and submitted by the offeror.

(c) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(d) Any other information required by the solicitation.

7. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

8. Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph 6 above.

*Registered trademark

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 50 of 54 |
|---------------------------|--|----------------------|

Name of Offeror or Contractor:

(end of provision)

15 52.215-4010 AUTHORIZED NEGOTIATORS JAN/1998
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

| <u>NAME</u> | <u>TITLE</u> | <u>TELEPHONE NUMBER</u> |
|-------------|--------------|-------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

[End of Provision]

16 52.216-4006 METHOD OF PRICE EVALUATION MAY/2000
(TACOM)

(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity.

(b) This solicitation contains quantities to be shipped either FOB Origin or FOB Destination. The Government will evaluate the two unit prices in accordance with FAR 52.247-45 as specified elsewhere in this solicitation. The method of transportation which is most advantageous to the Government will be used when evaluating the unit price.

(c) The Government will make an evaluation of the commercial off the shelf technical (COTS) manuals in accordance with 52.212-4002 and determine if the COTS manuals are adequate. If the COTS manuals are adequate then the requirement for Department of the Army Technical Manuals will be waived for that offeror and the cost of the DATMs will not be included in the total evaluated price. If the COTS manuals are NOT adequate then the requirement for Department of the Army Technical Manuals will NOT be waived for that offeror and the cost of the DATMs WILL be included in the total evaluated price.

(d) Award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs and either COTS manuals or DATMs. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price.

17 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM MAY/2000
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-CM-PY (Ms. Shepherd)
Warren, MI 48397-5000

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|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 51 of 54 |
|---------------------------|--|----------------------|

Name of Offeror or Contractor:

shepher1@cc.tacom.army.mil

(810) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- i. TACOM solicitation number;
- ii. Name of PCO;
- iii. Problem description;
- iv. Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Ave.
Alexandria, VA 22333-0001

voice phone: (703)-617-8176
fax phone: (703)-617-4999 or 5680.

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

<http://www.amc.army.mil/amc/cc/protest.html>

(end of clause)

18 52.246-4037 COMMERCIAL WARRANTY INFORMATION OCT/1996
(TACOM)

(a) If the items you are offering us normally are provided with a warranty when sold to other customers, we expect the same warranty coverage if we award you a contract as a result of this solicitation. In that event we will need the details of your warranty, so we'd like some warranty information as part of your response to the solicitation. You may do so either by attaching a standard brochure or information sheet, or by filling out the following. If you are providing warranty data in the form of a brochure or information sheet, please check the following box, and then fill in additional information below only to the extent that it isn't already covered in the material you are attaching.

() Warranty data is covered in attached information sheet, entitled: _____

(b) Please tell us about your warranty:

(1) How long is the warranty period? (If you do not give a warranty on the item you are offering us in this bid or proposal, just enter NONE, and then skip to paragraph (6) below.)

(2) Does the warranty run strictly in terms of time after the sale, or does it also expire based upon usage of the item (for example, after X hours of operation, or after Y miles driven)?

(3) What does the warranty cover? Does it cover all failures in the item during the warranty period, or are there exclusions?

Does the warranty cover replacement parts only, or is labor included as well?

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|---------------------------------------|---|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 52 of 54 |
| Name of Offeror or Contractor: | | |

(4) How does the warranty start? Does it begin automatically, after acceptance by the customer, or must the customer submit a card or other documentation to begin the warranty coverage?

(5) Do you have any methodology for delayed start of the warranty period (such as if TACOM buys the items and stores them for three months before issuing them to the field users)?

(6) Is 100% of the warranty coverage provided by you, or are any components covered by pass-through warranties from their manufacturers, which might require us as a customer to deal directly with someone other than you on a warranty claim?

() No pass-through warranties will apply: all warranty coverage is provided and administered by us.

() Yes, pass-through warranties will apply, on the following, which would require warranty claims to be submitted directly to another company on these items:

| | |
|---------------------|-------------------|
| COMPONENT/SUBSYSTEM | WARRANTY DURATION |
|---------------------|-------------------|

(7) Where do customers make a claim against the warranty? Must a claim be filed in a central location first, or can the defective item be taken to any authorized dealer? If the latter, who are the authorized dealers?

(8) When making a claim, how must we identify the item as being within the warranty period? (This concerns us because the field users of this equipment work at geographically dispersed sites, where proof of purchase will not be available.)

(9) What circumstances, if any, will void the warranty?

(10) Is an extended warranty available?

- () Yes
() No

If an extended warranty is available, what is the cost of the extra coverage, and what are its terms?

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| 19 | 52.247-4010 | TRANSPORTATION DATA FOR F.O.B. ORIGIN OFFERS | FEB/1994 |
| | (TACOM) | | |

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

(1) Facilities for shipping by rail

- [] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

| | |
|--------|------------|
| _____ | _____ |
| (NAME) | (LOCATION) |

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|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 53 of 54 |
|---------------------------|--|----------------------|

Name of Offeror or Contractor:

(3) Facilities for shipping by water

- [] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

- [] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL:_____/Unit MOTOR:_____/Unit WATER:_____/Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Provision]

20 Proposal Delivery Procedures (Paper and Electronic)

1. The time of receipt of the hard copy-printed proposal shall be used for the purpose of determining late proposal submissions. Offerors are responsible to obtained a date stamp to document when the offer arrives at TACOM.

2. Hand carried and mailed offers, including offers delivered by express delivery services, shall be addressed to the depository at:

US Army Tank-automotive and Armaments Command
Acquisition Center
Bid Lobby - Building 231, AMSTA-CM-CDD
East 11 Mile Road
Warren, MI. 48397-0001

3. Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

4. The external delivery envelope or wrapper must be marked with the solicitation number, the specific electronic medium on which the proposal is contained (i.e., 3 1/2" floppy disk, zip disk, CD ROM), and the date and time of the bid opening or closing. Each envelope should contain only one offer.

5. Hand carried and mailed offers not addressed as directed above, which do not reach the Bid Lobby on time for the scheduled solicitation closing, shall be determined to be late in accordance with FAR provision 52.212-1, Instructions to Offerors- Commercial Items.

6. Paper proposals will not be accepted at the TACOM Bid Lobby depository. The hard copy paper and over-packed electronic versions of your proposals will be required to go through a screening process prior to delivery to the Bid Lobby Depository. When your delivery service arrives at the main gate (11 Mile Road entrance) your proposal will be routed to building 249 receiving dock. Your delivery service will receive instructions and directions to Building 249 from TACOM security police upon arrival. Upon arrival at the receiving dock your delivery service representative must request that the receipt be date/time stamped. The receiving dock employees don't date/time stamp as a normal business activity. That date/time receipt will be the official time of delivery of your proposal per

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|---------------------------|---|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-T074 MOD/AMD | Page 54 of 54 |
|---------------------------|---|----------------------|

Name of Offeror or Contractor:

FAR 52.212-1 "Instructions to Offerors - Commercial Items". Offerors must assume that the above described screening process will take in excess of 48 hours.

7. Offerors may also make arrangements with Ms. Laura Artz for date stamping the receipt of a hand carried offer. The arrangements must be made at least 48 hours in advance.

*** END OF NARRATIVE K 001 ***

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

| | | | |
|---|------------------------------|---------------------------------|-----------------------------------|
| A. CONTRACT LINE ITEM NO.: | B. EXHIBIT: | C. CATEGORY: | |
| D. SYSTEM/ITEM: 100 GPM Pumping Assy | | E. CONTRACT/PR NO.: | F. CONTRACTOR: |
| 1. DATA ITEM NO. A001 | | | |
| 2. TITLE OF DATA ITEM: LMI Summary | | | |
| 3. SUBTITLE: Maintenance Analysis | | | |
| 4. AUTHORITY (Date of Acquisition Document No.) DI - ALSS - 81530 5. CONTRACT REFERENCE: I-43 | | | |
| 6. REQUIRING OFFICE: LC-CJA | | | |
| 7. DD250 REQ: DD | 9. DIST. STATEMENT REQUIRED: | 11. AS OF DATE: See Blk 10 & 16 | 12. DATE OF FIRST SUB: see blk 16 |
| 8. APP CODE: A | 10. FREQUENCY: As Req'd | | 13. DATE OF SUBS. SUB: see blk 16 |
| 14. DISTRIBUTION A. ADDRESSEES | | | |
| AMSTA-LC-CJA | | | |
| B. COPIES DRAFT 1 FINAL 1 | | | |
| 15. TOTAL: Draft 1 Final 1 | | | |

16. REMARKS:

Contractor shall have available at each MPP Review/Provisioning Conference his Maintenance Analysis (MA) for government review and comments. Hard copy in contractor format is acceptable. The contractor shall have the MA at subsequent reviews/conferences for government review and comments.

Final approved MA to include all changes, deletes, or new maintenance procedures as a result of government review, shall be incorporated and submitted in accordance with Publications Program specified in I-43
DD250 due with last submission only.

| | | | |
|--|---------------------|---------------------|--|
| A. CONTRACT LINE ITEM NO.: | B. EXHIBIT | C. CATEGORY..... | |
| D. SYSTEM/ITEM: 100 GPM Pumping Assemblies | E. CONTRACT/PR NO.: | F. CONTRACTOR.....: | |
| 1. DATA ITEM NO.: A002 | | | |
| 2. TITLE OF DATA ITEM: Logistics Management Information (LMI) Data Products | | | |
| 3. SUBTITLE: Provisioning Parts List (PPL) | | | |
| 4. AUTHORITY: DI-ALSS-81529 5. CONTRACT REFERENCE: I-44 | | | |
| 6. REQUIRING OFFICE: AMSTA-LC-CJA 7. DD250 REQ: DD 8. APP CODE ..: A | | | |
| 9. DIST. STATEMENT REQUIRED.: 10. FREQUENCY.: As Required 11. AS OF DATE.....: | | | |
| 12. DATE OF FIRST SUB.: See Blk 16 13. DATE OF SUBS. SUB...: See block 10 | | | |
| 14. DISTRIBUTION A. ADDRESSEES | | | |
| AMSTA-LC-CJA | | | |
| B. COPIES: DRAFT FINAL | | | |
| 15. TOTAL: 1 each 1 each | | | |

16. REMARKS:

The Contractor shall have available two (2) copies (LSA 036 Report or 80/80 listing acceptable) of the PPL (for each pump) for the government review and comment at each Provisioning Conference beginning with the first Provisioning Conference/MPP review at 30 DAC. The government reserves the right to request the Contractor to modify/add/delete any of the contractors proposed recommendations on all parts and special tool data provided.

The Contractor shall deliver one (1) updated PPL (036 Report IAW Attachment 004, under Media Delivery) at 60 DAC. All subsequent PPLs shall be delivered 30 days after completion of each MPP/Provisioning Conference.

Each LMI Data Product/PPL submittal must be compatible with the government data base; The Commodity Command Standard System (CCSS)/Provisioning On Line System (POLS): IAW AD5M-18-LEA-JBE-ZZZ-UM-06.

DD250 due with the last submission only.
Email: gregoryl@tacom.army.mil
Additional guidance: MIL-1388-2A or 2B

1. DATA ITEM NO.: A003
2. TITLE OF DATA ITEM: Logistics Management Information (LMI) Data Products
3. SUBTITLE : Engineering Data for Provisioning (EDFP)/Drawings

4. AUTHORITY: DI-ALSS-81529
5. CONTRACT REFERENCE:: I-45
6. REQUIRING OFFICE .: AMSTA-LC-CJA
7. DD250 REQ: DD
8. APP CODE: A
9. DIST. STATEMENT REQUIRED.:
10. FREQUENCY ... As Required
11. AS OF DATE:
12. DATE OF FIRST SUB: See block 16
13. DATE OF SUBS. SUB.: See block 10

| | | | | |
|------------------|---------------|------------|-------|--------|
| 14. DISTRIBUTION | A. ADDRESSEES | B. COPIES: | DRAFT | FINAL |
| | AMSTA-LC-CJA | | | 1 each |
| | | 15. TOTAL: | | 1 each |

16. REMARKS: Attachment 05

The Contractor shall have available for Government review and comments all EDPF (drawings) for each P coded item on the PPLs (hard copy is desired) for review at each Provisioning Conference/MPP Review. Drawings will not be required for items the contractor can show as having a current National Stock Number (NSN) assigned.

The Contractor shall submit one (1) copy of each approved drawing in Adobe Acrobat.PDF format, on disk in ASCII format, electronic delivery (email) as an attachment, or some other type software that is agreed upon by the Government. Each drawing shall be crossed referenced o a PLISN. Submittal will be on a CD and concurrently with each submittal of the LMI Data Products deliveries 30 days after the date of the Provisioning Conference/ MPP Review.
DD250 due with last submission only.
Email: gregoryl@tacom.army.mil

1. DATA ITEM NO.: A004
2. TITLE OF DATA ITEM : Logistics Management Information (LMI) Summaries
3. SUBTITLE: Pre-procurement Screening

4. AUTHORITY...: DI-ALSS-81529
5. CONTRACT REF.....:I-45 d
6. REQUIRING OFFICE: AMSTA-LC-CJA
9. DIST. STATEMENT REQUIRED.:
12. DATE OF FIRST SUB.: See block 16
7. DD250 REQ:DD
10. FREQUENCY ... As Required
13. DATE OF SUBS. SUB.: See block 10
8. APP CODE :....A
11. AS OF DATE:

| | | | | |
|------------------|---------------|------------|-------|--------|
| 14. DISTRIBUTION | A. ADDRESSEES | B. COPIES | DRAFT | FINAL |
| | AMSTA-LC-CJA | | | 1 each |
| | | 15. TOTAL: | | 1 each |

16. REMARKS:

The Contractor shall have available at each Provisioning Conference/MPP Review a copy of their screening results showing a hit/no hit for a National Stock Number (NSN) for each item on the PPL. Screening results will be in Provisioning List Item Sequence Number (PLISN) sequence at each provisioning conference/MPP review.

The Contractor shall input all identified NSNs as part of each PPL delivery.
The DD 250 is due with the last submission.

1. DATA ITEM NO. .A005.....:
2. TITLE OF DATA ITEM: Logistics Management Information (LMI) Summaries
3. SUBTITLE ..Design Change Notice.....:

4. AUTHORITY..DI-ALSS-81529.....:
5. CONTRACT REF...I-45 e.....:
6. REQUIRING OFFICE : AMSTA-LC-CJA 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: SEE BLOCK 16
7. DD250 REQ: DD 10. FREQUENCYAS REQ'D.....13. DATE OF SUBS. SUB..: SEE BLOCK 10
8. APP CODE: 11. AS OF DATE

| 14. DISTRIBUTION | - | A. ADDRESSEES | B. COPIES: | DRAFT | FINAL |
|------------------|---|---------------|------------|--------|--------|
| | | AMSTA-LC-CJA | | 1 each | 1 each |
| | | | 15. TOTAL: | 1 each | 1 each |

16. REMARKS:

*DCN data for items changed, modified, added or deleted from the original Configuration shall be provided to the Government at a maximum of 30 days After the ECP or production change. The Government shall provide approval of each DCN package within 14 working days of receipt. The DCN package shall contain new or changed parts, interchangeability information, new drawings, as well as parts screening.

** You shall process all approved DCN data to the PMR via e-mail or On-line Delivery, 30 days after Government approval has been provided. (CDRLS A002, A003, and A004 apply)

gregoryl@tacom.army.mil

| A. CONTRACT LINE ITEM NO.: | B. EXHIBIT: | C. CATEGORY: |
|--------------------------------------|---------------------|----------------|
| D. SYSTEM/ITEM: 100 GPM Pumping Assy | E. CONTRACT/PR NO.: | F. CONTRACTOR: |

1. DATA ITEM NO. A006
2. TITLE OF DATA ITEM: Technical Manual, TM 10-4320-XXX-14&P
3. SUBTITLE:
4. AUTHORITY (Date of Acquisition Document No.) 5. CONTRACT REFERENCE: I-46 6. REQUIRING OFFICE:

| | | | |
|------------------|------------------------------|-------------------------------------|------------------------------------|
| 7. DD250 REQ: DD | 9. DIST. STATEMENT REQUIRED: | 11. AS OF DATE: | 13. DATE OF SUBS. SUB:see block 16 |
| 8. APP CODE: A | 10. FREQUENCY:As Req'd | 12. DATE OF FIRST SUB: see block 16 | |

| 14. DISTRIBUTION | A. ADDRESSEES | B. COPIES | DRAFT | FINAL |
|------------------|---|------------|--------|--------|
| | AMSTA-LC-CJA | | 1 each | 1 each |
| | Postage prepaid to: TACOM, AMSTA-LC-CJA, Warren,MI 48397-5000, MS 111 | 15. TOTAL: | 1 each | 1 each |

16. REMARKS:

Deliver the following Technical Manuals:
100 GPM Pump: TM 10-4320-XXX-14&P

As clarified and tailored by attached TM Requirements Matrix. and Attachments 005 and 006

Deliver following for each pumping assembly:

Draft Equipment Publication (DEP) is due 30 Days After Contract.

Final DEP (FDEP) and Final Reproducible Copy (FRC)/Electronic Technical Manual (ETM) version (including editable files) with all government DEP comments, corrections, and updates is due 120 DAC.

Only the final submission of this CDRL shall be accompanied by a DD Form 250.

Repro = electronic

Email: gregoryl@tacom.army.mil

A. CONTRACT LINE ITEM NO.: B. EXHIBIT: C. CATEGORY:
D. SYSTEM/ITEM: 100 GPM Pumping Assy E. CONTRACT/PR NO.: F. CONTRACTOR:

1. DATA ITEM NO. A007
2. TITLE OF DATA ITEM: Special Equipment Tools & Test Equipment (STTE) List
3. SUBTITLE: STTE
4. AUTHORITY (Date of Acquisition Document No.) 5. CONTRACT REFERENCE: I-47 6. REQUIRING OFFICE:
7. DD250 REQ: DD 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: As Req'd 12. DATE OF FIRST SUB: 30 DAC
8. APP CODE: A 11. AS OF DATE: 13. DATE OF SUBS. SUB: see block 16

| | | | | |
|------------------|---------------|------------|--------|--------|
| 14. DISTRIBUTION | A. ADDRESSEES | B. COPIES | DRAFT | FINAL |
| | AMSTA-LC-CJS | | 1 each | 1 each |
| | | 15. TOTAL: | 1 each | 1 each |

16. REMARKS:
The contractor shall identify STTE items not currently in the Army's Supply Catalogs specified in the contract references. Draft list shall be delivered 30 Days After Contract (DAC) start. The Government will review draft In Accordance with (IAW) requirements specified in the SOW and provide comments NLT 15 days after receipt. The contractor shall submit final corrected list 15 days after final Government comments.

A. CONTRACT LINE ITEM NO.: B. EXHIBIT: C. CATEGORY:
D. SYSTEM/ITEM: 100 Pumping Assemblie E. CONTRACT/PR NO.: F. CONTRACTOR:

1. DATA ITEM NO. A008
2. TITLE OF DATA ITEM: Maintenance Allocation Chart (MAC)
3. SUBTITLE: C.1.2
4. AUTHORITY (Date of Acquisition Document No.) MIL-STD-40051A 5. CONTRACT REFERENCE: 6. REQUIRING OFFICE: LC-CJA

7. DD250 REQ: DD 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: 12. DATE OF FIRST SUB: See Block 16
8. APP CODE: 11. AS OF DATE: 13. DATE OF SUBS. SUB: see block 16

| | | | | |
|------------------|---------------|------------|--------|--------|
| 14. DISTRIBUTION | A. ADDRESSEES | B. COPIES | DRAFT | FINAL |
| | AMSTA-LC-CJA | | 1 each | 1 each |
| | | 15. TOTAL: | 1 each | 1 each |

16. REMARKS:
The Contractor shall submit a hard copy draft Maintenance Allocation Chart (MAC) summary for Government review at first MPP Review/Provisioning Conference, 60 DAC. All subsequent updates shall be provided every 60 days there after at each MPP review/conference. The government shall provide comments within 30 days from receipt. The contractor shall provide final MAC included as an appendix to ETM and TM 10-4320-XXX-14&P of each pumping assembly, IAW MIL-STD-40051A and MIL-HDBK-1222. The DD 250 is due with delivery of the final submission only.

A. CONTRACT LINE ITEM NO.: B. EXHIBIT: C. CATEGORY:
D. SYSTEM/ITEM: 100 GPM Pumping Assy E. CONTRACT/PR NO.: F. CONTRACTOR:

1. DATA ITEM NO. A009
2. TITLE OF DATA ITEM: Technical Manual Status and Schedules
3. SUBTITLE:
4. AUTHORITY (Date of Acquisition Document No.) 5. CONTRACT REFERENCE: 6. REQUIRING OFFICE:

7. DD250 REQ: DD 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: As Req'd. 12. DATE OF FIRST SUB: see blk 16
8. APP CODE: A 11. AS OF DATE: 13. DATE OF SUBS. SUB:

| | | | | |
|------------------|---------------|-----------|--------|--------|
| 14. DISTRIBUTION | A. ADDRESSEES | B. COPIES | DRAFT | FINAL |
| | AMSTA-LC-CJA | | 1 each | 1 each |

15. TOTAL: 1 each 1 each

16. REMARKS:

First report is required at 15 days after start of work meeting. Subsequent reports due the first of every month thereafter or as determined at SOW/ MPP Review/Provisioning Guidance Conference.

Email: gregoryl@tacom.army.mil

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Lori Henry

I. APPROVED BY:

H. DATE:

J. DATE: June 13,2002

Packaging Requirements Sheet 1 of 1
(Special Packaging Instruction)

PRON: 24R926
NSN: 4320-01-482-9791
MILSTRIP: W56HZV2116U551

A. Military preservation, packing, and marking for the item identified above shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1D, and the Special Packaging Instruction contained in the TDP.

PRESERVATION: MILITARY
LEVEL OF PACKING: A
QUANTITY PER UNIT PACKAGE: 001
SPI NUMBER: AK14829791
UNIT PACKAGE WEIGHT (lbs): 958.0
UNIT PACKAGE CUBE (cubic feet): 42.376
UNIT PACKAGE SIZE (length x width x depth inches): x x

B. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

C. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129N, including bar coding iaw ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

D. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in Paragraph E below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided contractor notifies the ACO 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

E. SUPPLEMENTAL INSTRUCTIONS:None

ATTACHMENT 004

This worksheet identifies the data elements required for the 100 GPM Pump provisioning efforts. These data elements are the minimum required for submission of provisioning data. In-depth definitions of the data elements are contained in MIL-PRF-49506 with guidance provided in MIL-HDBK-502 (MIL-STD-1388- 2A/2B may also be used as guidance).

WORKSHEET 1

SUMMARY TITLE: LMI Summary titles are as indicated below

SPECIFIC INSTRUCTIONS: Logistics Management Information Data Products. Drawings/ Engineering Data for Provisioning (EDFP) are required for the purpose of assigning National Stock Numbers. The Government will review for acceptance each of the Contractor's offered drawings.

DATA IN LMI SPECIFICATION (Please provide the data product title):

Media Format Delivery for all LMI Data Products:

X 9-Track, ODD Parity, EBCDIC Coded, 1600 BPI, blocking factor 10 -
Disk/Tape in ASCII Format, or electronic delivery (E-Mail) attachment in
Above described format.

LMI Maintenance Analysis Summaries/LMI Data Products: CDRL A001

LMI Provisioning Parts List (PPL): CDRL A002

LMI Engineering Data for Provisioning (EDFP): CDRL A003

DATA NOT IN LMI SPECIFICATION (Please provide the data product title, its definition and its format):

LMI Pre-procurement Screening: CDRLA004 Screening of all part numbers used on system to identify National Stock Numbers (NSN).
LMI Tools & Test Equipment List (TTEL) -CDRL A007. Peculiar support items required to support and maintain system throughout life cycle.
MAC - CDRL A008
DCN - CDRL A009

* DATA PRODUCT DELIVERABLE: Data product Information required for all items.

* This worksheet is used to select data deemed necessary by the government.
* Data should be used to feed down stream government process.

* SELECT EXPLANATION
*
* X Data product required on all items
*
* A As applicable
*

* NOTE: Other codes may be assigned by the program office as identified below.
Program specific selections and explanations. N/A

| DATE PRODUCT TITLE | SELECT | ADDITIONAL INFORMATION |
|---------------------------|--------|--|
| ALLOWANCE ITEM CODE (AIC) | A | LMI 0010 |
| ALLOWANCE ITEM QUANTITY | A | LMI 0020 |
| BASIS OF ISSUE (BOI) | X | LMI 0050 |
| CHANGE AUTHORITY NUMBER | A | I 0120 ALL CONFIGURATION CHANGES ECP NUMBERS SHALL BE ANNOTATED ON THE PMR "E" CARD IN THE CHANGE AUTHORITY POSITION |

| DATE PRODUCT TITLE | SELECT | ADDITIONAL INFORMATION |
|--------------------|--------|------------------------|
|--------------------|--------|------------------------|

| | | |
|---|---|---|
| COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE | X | LMI 0140 |
| CONTROLLED INVENTORY ITEM CODE | X | LMI 0180 |
| DEMILITARIZATION CODE (DMIL) | X | LMI 0230 |
| ESSENTIALITY CODE | X | LMI 0280 |
| FIGURE NUMBER | X | LMI 0300 |
| FUNCTIONAL GROUP CODE | X | LMI 0330 FGC PLUS FIGURE |
| INDENTURE CODE | X | LMI 0370 |
| ATTACHING PART/HARDWARE | X | LMI 0370 |
| OPTION 4 | X | LMI 0370 |
| INDENTURE FOR KITS | X | LMI 0370 |
| OPTION 1 | X | LMI 0370 |
| ITEM NAME | X | LMI 0480 |
| ITEM NAME CODE | A | LMI 0490 |
| ITEM NUMBER | X | LMI 0500 |
| LINE REPLACEABLE UNIT (LRU) | A | LMI 0520 |
| MAINTENANCE REPLACEMENT RATE I (MRRI) | X | LMI 0560 AKA FFI |
| MAINTENANCE REPLACEMENT RATE II (MRRII) | X | LMI 0570 AKA FFII |
| MAINTENANCE REPLACEMENT RATE III (MRRIII) | X | See AMC 700-25, QAPG Book, or CCSS ADSM 18-LEA-JBE-ZZZ-UM-06. AKA FFIII for guidance only |
| OPTION 2 FOR MRRs/FFs | X | LMI 0570 |
| MAINTENANCE TASK DISTRIBUTION | X | LMI 0580 |
| NATIONAL STOCK NUMBER | X | LMI 0680 NSNs TO BE ANNOTATED ON "PMR C" card |
| NEXT HIGHER ASSEMBLY PROVISIONING LIST | | |
| ITEM SEQUENCE NUMBER (NHA PLISN) | X | LMI 0690 |
| NEXT HIGHER ASSEMBLY PROVISIONING LIST | | |
| ITEM SEQUENCE NUMBER INDICATOR (NHA IND) | X | LMI 0700 |
| OVERHAUL REPLACEMENT RATE (ORR) | X | LMI 0740 |
| PRECIOUS METAL INDICATOR CODE (PMIC) | X | LMI 0790 |
| PRODUCTION LEAD TIME (PLT) | X | LMI 0830 |
| PROVISIONING CONTRACT CONTROL NUMBER (PCCN) | X | LMI 0870 |
| PROVISIONING LIST CATEGORY CODE (PLCC) | X | LMI 0880 |

| DATE PRODUCT TITLE | SELECT | ADDITIONAL INFORMATION |
|---|--------|-----------------------------------|
| PROVISIONING LIST ITEM SEQUENCE NUMBER (PLISN) | X | LMI 0890 |
| PROVISIONING NOMENCLATURE | X | LMI 0900 ANNOTATE ON PMR "N" CARD |
| PROVISIONING PRICE CODE | A | LMI 0910 |
| PROVISIONING REMARKS | X | LMI 0920 |
| QUANTITY PER ASSEMBLY (QPA) | X | LMI 0930 |
| OPTION 1 | X | LMI 0930 |
| QUANTITY PER END ITEM (QPEI) | X | LMI 0950 |
| OPTION 1 | X | LMI 0950 |
| QUANTITY PER FIGURE | X | LMI 0960 |
| REFERENCE NUMBER | X | LMI 1050 |
| REFERENCE NUMBER OVERFLOW | X | AMC 700-25 |
| REFERENCE NUMBER - ARN ITEM | X | LMI 1050 |
| REFERENCE NUMBER (ARN) - ADDITIONAL | X | LMI 1050 |
| REFERENCE NUMBER CATEGORY CODE (RNCC) | X | LMI 1060 |
| REFERENCE NUMBER VARIATION CODE (RNVC) | X | LMI 1070 |
| REPAIR CYCLE TIME/TNT | X | LMI 1080 |
| OPTION 1 | X | LMI 1080 |
| REPLACEMENT TASK DISTRIBUTION | X | LMI 1110 |
| SAME AS PROVISIONING LIST ITEM SEQUENCE NUMBER (SAME AS PLISN) | X | LMI 1150 |
| SERIAL NUMBER EFFECTIVITY | A | LMI 1170 |
| SERIAL NUMBER EFFECTIVITY - FROM | A | LMI 1170 |
| SERIAL NUMBER EFFECTIVITY - TO | A | LMI 1170 |
| SHELF LIFE (SL) | X | LMI 1190 |
| SOURCE, MAINTENANCE AND RECOVERABILITY CODE - SMR | X | LMI 1220 |
| SPECIAL MAINTENANCE ITEM CODE (SMIC) | X | LMI 1240 |
| SPECIAL MATERIAL CONTENT CODE (SMCC) | X | LMI 1260 |
| TECHNICAL MANUAL CHANGE NUMBER (TM CHG) | A | LMI 1350 |
| TECHNICAL MANUAL INDENTURE CODE (TM IND) | A | LMI 1360 |
| TECHNICAL MANUAL NUMBER/CODE | X | LMI 1370 |

| | | |
|---|--------|------------------------|
| UNIT OF ISSUE (UI) | X | LMI 1470 |
| DATE PRODUCT TITLE | SELECT | ADDITIONAL INFORMATION |
| UNIT OF ISSUE CONVERSION FACTOR (UI CONVERSION FACTOR) | X | LMI 1480 |
| UNIT OF ISSUE/UNIT OF MEASURE PRICE (UI/UM PRICE) | X | LMI 1500 |
| UNIT OF MEASURE (UM) | X | LMI 1510 |
| USABLE ON CODE (UOC)/PCC | X | LMI 1560 |
| OPTION 3 | X | LMI 1560 |
| WORK UNIT CODE | A | LMI 1580 |
| ADDITIONAL REQUIREMENTS (SEE AMC 700-25) | | |
| LOGISTIC CONTROL NUMBER | A | AMC 700-25 |
| ALTERNATE LOGISTIC CONTROL NUMBER | A | AMC 700-25 |
| REFERENCE DESIGNATOR | X | AMC 700-25 |
| REFERENCE DESIGNATOR OVERFLOW CODE | X | AMC 700-25 |
| REFERENCE DESIGNATOR CODE | X | AMC 700-25 |

PROVISIONING REQUIREMENTS STATEMENT

Equipment Nomenclature: 100 GPM Pumping Assemblies

Model/Type Number:

Contract And Item Number: DAAE07-XX-X-XXXX

Provisioning Activity (address and zip code):

U. S. Army Tank-automotive and Armaments Command

Attn: AMSTA-LC-CJAP

Warren, MI 48397-5000

Contractor (name, address and zip code): To be determined

This Provisioning Requirements Statement (PRS) is furnished and will be prepared in accordance with Statement of Work (SOW). Deliverable Drawing(s)/Engineering Data for Provisioning (EDFP) Requirements will be specified on Contract Data Requirements List (CDRL).

PROVISIONING REQUIREMENTS

1. Maintenance/Provisioning/Publications (MPP) Guidance Conference: Will be conducted in conjunction with Start Of Work Meeting
 - a. Location: TBD
 - b. Date: Concurrent with SOW Meeting
 - c. Time: TBD
 - d. Estimated No. of Days: As Required
2. Provisioning Conference:
 - a. Location: ALTERNATELY AT THE CONTRACTOR and the GOVERNMENT'S FACILITY
 - b. Date: Approximately 60 days after contract award and every 60 days thereafter until completion.
 - c. Time: TBD

d. Estimated No of Days: As Required (5 days for a maximum of 1500 items and anything less will be the decision of the responsible Government Provisioning Representative.)

e. The Contractor shall not be required to have a sample of the component/end item at the conference.

3. The sample article will not be disassembled at the conference.

4. A Provisioning Preparedness Review Conference is not required.

5. Manufacturers or Commercial Manuals will be required in support of validation & testing requirements.

6. Incremental submission of PTD (Drawings & LMI Data) is authorized.

7. Provisioning Screening is required.

Screening results will be required to be entered to the PMR.

8. A Resident Provisioning Team (RPT) will not be established.

9. Interim Release is not authorized

10. Commercial Drawings and Associated Lists/ LMI Drawing Products media shall be either:

a. Hard Copy at each review.(for review only)

b. Digital On CD in Adobe Acrobat PDF.format)

Furthermore, LMI Drawing Support will be sequenced by:

Hard copy PLISN order for all Reviews.

Part Number order for all digitized deliveries.

11. The initial PIO will be submitted within: N/A

12. Tools and Test Equipment will be included as part LMI Data Products (PPL). As required

13. A PPS is required.(PPS will be required at SOW)

14. Repair Kits and Repair Part Sets will be included in the LMI (PPL). As required

15. Common and Bulk Items List is required. As required

16. The Provisioning Statement of Work (SOW) is attached

NOTES:

1. Within 21 days after contract award the contractor shall contact Ms. Laura Gregory-Main AMSTA-LC-CJA at (586) 574-5949 to open a line of communication between Contractor and Government representatives for further clarification of the provisioning requirements. The Contractor shall prepare and present at the Guidance Conference Milestone Chart deliverables for:

a. LMI Data (Provisioning Parts List, PPL)

b. LMI Products (DRAWINGS SPTD/EDFP)

c. Repair Parts and Special Tools List (RPSTL) Data.

d. Conferences/IPRs

2. Maintenance/Provisioning/Publication (MPP)/IPR Review dates and duration will be discussed at the Guidance Conference.

3. The PPS will be finalized at the Guidance Conference.

4. Bulk Material required for the fabrication of items in the LMI (PPL) which are source coded "M" (MAKE) will be listed. Bulk Material source coded "P" (PROCURED) will also be listed on the LMI Data Products (PPL).

Attachment 005, Publication Matrix

TECHNICAL MANUAL CONTENT SELECTION MATRIXES For 100 GPM PUMPING ASSEMBLIES

A.1 SCOPE

A.1.1 Scope. This appendix lists technical content requirements for technical manuals for all major weapon systems and all types of equipment, including test and support equipment. These requirements are applicable for all maintenance levels through overhaul (depot), including DMWRs. Technical requirements are provided for both page-based and frame-based TMs

A.2 APPLICABLE DOCUMENTS.

This section is not applicable to this appendix.

A.3 DEFINITIONS.

This section is not applicable to this appendix.

A.4 GENERAL REQUIREMENTS.

This section is not applicable to this appendix.

A.5 DETAILED REQUIREMENTS.

A.5.1 General. Tailoring of the technical content requirements contained in MIL-STD-40051A through MIL-STD-40051-6A for page-based manuals is provided in A.5.1.1 through A.5.1.1.1. Tailoring instructions for frame-based TMs are provided in A.5.1.2 through A.5.1.2.2.

A.5.1.1 Tailoring requirements for page-based technical manuals. Tables are provided that list all applicable technical content requirements for the development of the following page-based TMs This Appendix is a mandatory part of this standard. The information contained herein is intended for compliance. Copies of the applicable tables will be completed and added as an attachment to the Document Summary List of the contract.

Combined operator, unit, direct support, and general support maintenance levels (-14) and operator, unit, direct support, and general support maintenance levels with RPSTL (-14&P) TM assembly information. (Table A.1)

A.5.1.1.1 Technical content tables. Tables A.1 through A.9 simplify tailoring the technical content requirements of technical manuals prepared using this standard as a guide. The tables indicate which parts of MIL-STD-40051 are applicable and list the content requirements for each type of TM. The content requirements for each applicable TM shall be arranged in the order presented in the tables. Inclusion of the applicable tables of this appendix is mandatory and is intended for compliance.

A.5.1.2.1 Additional tailoring requirements. Due to the EDS limitations for displaying schematics and wiring diagrams provided in IETMs, the acquiring activity may require that the schematics and wiring diagrams be printed on paper in a double king size (11-inch by 17-inch) as a supplement to the IETM.

A.5.2 Intended use. First determine the types of TMs required for each acquisition and then duplicate the table(s) that contain the content requirements for those types of TMs Indicate the types of TMs needed by filling in the blank after "TM Requirements Matrix for" at the top of each matrix. For each type of TM selected, indicate in the open blocks the "TM Content" desired by entering an "R" for "REQUIRED" content, "NR" for content that is "NOT REQUIRED", or "O" for optional content that may be required in the TM later by the Government, but can not be determined at the time of the contract. All blocks for the selected TM types in Tables A.1 through A.12 must be completed with an "R", "NR", or an "O" for each TM acquisition. The blocks that already contain an "R" are required and cannot be changed. The blocks containing "NR" are not required for that type of TM and should not be included. The blocks that are shaded are as required. The remarks page can be used to provide the contractor additional instructions.

A.5.3 Acquisition requirements. The properly executed Technical Manual content Selection Matrix table becomes contractually binding when it is made part of the contract, statement of work or any other contractual instrument.

Operator, Unit, Direct Support, and General Support Maintenance Levels with RPSTL (-14&P) TM assembly information for 100 GPM Pumping Assemblies

| TM Content | -10 | -12 -12 &P | -13 -13&P | -14 -14&P | MIL-STD-40051A Reference | Element Name |
|--|-----|---------------|--------------|--------------|-----------------------------|-----------------|
| FRONT MATTER | R | R | R | R | 5.3.1 | <frnt> |
| Front cover | R | R | R | R | 5.3.1.1 | <frntcover> |
| Warning summary | R | R | R | R | 5.3.1.2 | <warnsum> |
| Change transmittal page | R | R | R | R | 5.3.1.3 | <chgsheet> |
| List of effective pages / work packages | R | R | R | R | 5.3.1.4 | <loepwp> |
| Title block page | R | R | R | R | 5.3.1.5 | <titleblk> |
| Table of contents | R | R | R | R | 5.3.1.6 | <contents> |
| How to use this manual | R | R | R | R | 5.3.1.7 | <howtouse> |
| General Information Work Package | R | R | R | R | 5.3.1.9 | <ginfowp> |
| Scope | R | R | R | R | 5.3.1.9.1 | <scope> |
| Maintenance forms, records, and reports | R | R | R | R | 5.3.1.9.2 | <mfrr> |
| Reporting equipment improvement recommendations (EIR) | R | R | R | R | 5.3.1.9.3 | <eir> |
| Hand receipt (HR) manuals | | | | | 5.3.1.9.4 | <handreceipt> |
| Corrosion prevention and control (CPC) | R | R | R | R | 5.3.1.9.5 | <cpccdata> |
| Ozone depleting substances (ODS) | R | R | R | NR | 5.3.1.9.6 | <odsdata> |
| Destruction of Army materiel to prevent enemy use | R | R | R | R | 5.3.1.9.7 | <destructmat> |
| Preparation for storage or shipment | R | R | R | R | 5.3.1.9.8 | <pssref> |
| Warranty information | | | | | 5.3.1.9.9 | <wrntyref> |
| Nomenclature cross-reference list | | | | | 5.3.1.9.10 | <nomenreflist> |
| List of abbreviations/acronyms | | | | R | 5.3.1.9.11 | <loa> |
| Quality assurance (QA) (aviation only) | | | | | 5.3.1.9.12 | <qainfo> |
| Quality of material | | | | | 5.3.1.9.13 | <qual.mat.info> |
| Safety, care, and handling | | | | | 5.3.1.9.14 | <sftyinfo> |
| Nuclear hardness | | | | | 5.3.1.9.15 | <hcp> |
| Security measures for electronic data | | | | | 5.3.1.9.16 | <secref> |
| Calibration | | | | | 5.3.1.9.17 | <calref> |
| Copyright credit line | | | | | 5.3.1.9.23 | <copyrt> |

| TM Content | -10 | -12 | -13 | -14 | MIL-STD-40051A | Element Name |
|---|-----|--------|-------|-------|----------------|---------------|
| | | -12 &P | -13&P | -14&P | Reference | |
| Supporting information for repair parts, special tools, tmde, and support equipment | NR | | | | 5.3.1.9.24 | <supdata> |
| CHAPTER 1. DESCRIPTION AND THEORY OF OPERATION | R | R | R | R | 1- 5.1 | <gim> |
| EQUIPMENT DESCRIPTION AND DATA WORK PACKAGE | R | R | R | R | 1- 5.2 | <descwp> |
| Equipment characteristics, capabilities, and features | R | R | R | R | 1- 5.2.1 | <eqpinfo> |
| Location and description of major components | R | R | R | R | 1- 5.2.2 | <locdesc> |
| Differences between models | | | | R | 1- 5.2.3 | <eqpdiff> |
| Equipment data | R | R | R | R | 1- 5.2.4 | <eqpdata> |
| Equipment configuration | | | | | 1- 5.2.5 | <eqpconfig> |
| THEORY OF OPERATION WORK PACKAGE | R | R | R | R | 1- 5.3 | <thrywp> |
| CHAPTER X. OPERATOR INSTRUCTIONS | R | R | R | R | 2- 5.1 | <opim> |
| DESCRIPTION AND USE OF OPERATOR CONTROLS AND INDICATORS WORK PACKAGE | R | R | R | R | 2- 5.2.3.2 | <ctrlindwp> |
| OPERATION UNDER USUAL CONDITIONS WORK PACKAGE | R | R | R | R | 2- 5.2.3.3 | <opusualwp> |
| Siting requirements | AsR | AsR | AsR | AsR | 2- 5.2.3.2 | <site> |
| Shelter requirements | AsR | AsR | AsR | AsR | 2- 5.2.3.3 | <shelter> |
| Assembly and preparation for use | AsR | AsR | AsR | AsR | 2- 5.2.3.4 | <prepforuse> |
| Initial adjustments, before use and self-test | AsR | AsR | AsR | AsR | 2- 5.2.3.5 | <initial> |
| Operating procedures | R | R | R | R | 2- 5.2.3.6 | <oper> |
| Decals and instruction plates | AsR | AsR | AsR | AsR | 2- 5.2.3.6.2 | <instructplt> |
| Operating auxiliary equipment | AsR | AsR | AsR | AsR | 2- 5.2.3.7 | <operaux> |
| Preparation for movement | AsR | AsR | AsR | AsR | 2- 5.2.3.8 | <prepmove> |
| OPERATION UNDER UNUSUAL CONDITIONS WORK PACKAGE | R | R | R | R | 2- 5.2.3.4 | <opunuwp> |
| Unusual environment/weather | AsR | AsR | AsR | AsR | 2- 5.2.3.4.2 | <unusualenv> |
| Fording and swimming | AsR | AsR | AsR | AsR | 2- 5.2.3.4.3 | <fording> |
| Interim nuclear, biological, and chemical (NBC) decontamination procedures | AsR | AsR | AsR | AsR | 2- 5.2.3.4.4 | <decon> |

| TM Content | -10 | -12 | -13 | -14 | MIL-STD-40051A | Element Name |
|---|-----|--------|-------|-------|----------------|--|
| | | -12 &P | -13&P | -14&P | Reference | |
| Jamming and electronic countermeasures (ECM) procedures | AsR | AsR | AsR | AsR | 2- 5.2.3.4.5 | <ecm> |
| Emergency procedures | AsR | AsR | AsR | AsR | 2- 5.2.3.4.6 | <emergency> |
| STOWAGE AND DECAL / DATA PLATE GUIDE WORK PACKAGE | | | | | 2- 5.2.3.5 | <stowagewp> |
| ON-VEHICLE EQUIPMENT LOADING PLAN WORK PACKAGE | | | | | 2- 5.2.3.6 | <eqploadwp> |
| CHAPTER X. | | | | | | |
| TROUBLESHOOTING PROCEDURES | | R | R | R | 3- 5.3 | <tim> |
| TROUBLESHOOTING INDEX WORK PACKAGE | | | | | 3- 5.3.4.2 | <tsindxwp> |
| OPERATIONAL CHECKOUT AND TROUBLESHOOTING PROCEDURES WORK PACKAGES | | AsR | AsR | AsR | 3- 5.3.4.6 | <opcheckwp> <tswp> opcheck-tswp> |
| CHAPTER X. MAINTENANCE INSTRUCTIONS | | | | | | |
| NOTE All maintenance work packages shall include a title block, initial setup, and all maintenance tasks applicable to the equipment. | R | R | R | R | 4- 5.3 | <mim> |
| SERVICE UPON RECEIPT WORK PACKAGE | NR | R | R | R | 4- 5.3.4.1 | <surwp> |
| Siting | NR | AsR | AsR | AsR | 4- 5.3.4.1.1 | <siting> |
| Shelter requirements | NR | AsR | AsR | AsR | 4- 5.3.4.1.2 | <shltr> |
| Service upon receipt of materiel | NR | AsR | AsR | AsR | 4- 5.3.4.1.3 | <surmat> |
| Installation instructions | NR | AsR | AsR | AsR | 4- 5.3.4.1.4 | <install> |
| Preliminary servicing of equipment | NR | AsR | AsR | AsR | 4- 5.3.4.1.5 | <preserv> |
| Preliminary checks and adjustment of equipment | NR | AsR | AsR | AsR | 4- 5.3.4.1.6 | <prechkadj> |
| Preliminary calibration of equipment | NR | AsR | AsR | AsR | 4- 5.3.4.1.7 | <precal> |
| Circuit alignment | NR | AsR | AsR | AsR | 4- 5.3.4.1.8 | <calign> |
| Ammunition markings | NR | AsR | AsR | AsR | 4- 5.3.4.1.9 | <ammo.markings> |
| Classification of defects | NR | AsR | AsR | AsR | 4- 5.3.4.1.10 | <ammo.defect> |
| Ammunition handling | NR | AsR | AsR | AsR | 4- 5.3.4.1.11 | <ammo.handling> |
| Procedures to activate ammunition | NR | AsR | AsR | AsR | 4- 5.3.4.1.12 | <arm> |
| EQUIPMENT/USER FITTING INSTRUCTIONS WORK PACKAGE (personal use equipment) | NR | | | | 4- 5.3.4.2 | <perseqpwp> |
| PMCS INTRODUCTION WORK PACKAGE | R | R | R | R | 4- 5.3.4.3.1 | <pmcsintrowp> |

| TM Content | -10 | -12 | -13 | -14 | MIL-STD-40051A | Element Name |
|--|-----|--------|-------|-------|-----------------|-----------------|
| | | -12 &P | -13&P | -14&P | Reference | |
| PMCS, INCLUDING LUBRICATION INSTRUCTIONS, WORK PACKAGE | R | R | R | R | 4- 5.3.4.3.2 | <pmcswp> |
| MAINTENANCE WORK PACKAGES NOTE: As applicable, the following maintenance tasks shall be presented in the general order listed below: | R | R | R | R | 4- 5.3 | <maintwp> |
| Assembly and preparation for use (aviation only) | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.2 | <prepforuse> |
| Servicing | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.3 | <service> |
| Ground handling | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.4 | <groundtsk> |
| Inspection of installed items | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.5 | <inspinstitm> |
| Removal | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.6 | <remove> |
| Disassembly | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.7 | <disassem> |
| Cleaning | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.8 | <clean> |
| Inspection - acceptance and rejection criteria | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.9 | <acptrejinsp> |
| Nondestructive testing inspection (NDTI) | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.10 | <ndti> |
| Repair or replacement | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.11 | <repair-rplc> |
| Alignment | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.12 | <align> |
| Painting | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.13 | <paint> |
| Lubrication | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.14 | <lube> |
| Assembly | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.15 | <assem> |
| Test and inspection | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.16 | <test-inspect> |
| Installation | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.17 | <install> |
| Adjustment | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.18 | <adjust> |
| Calibration | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.19 | <calibration> |
| Radio interference suppression | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.20 | <ris> |
| Placing in service | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.21 | <pis> |
| Testing | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.22 | <test-pass> |
| Preparation for storage or shipment | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.25 | <pss> |
| Classification of defects | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.26 | <ammo.defect> |
| Handling ammunition | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.27 | <ammo.handling> |

| TM Content | -10 | -12 | -13 | -14 | MIL-STD-40051A | Element Name |
|---|-----|--------|-------|-------|-----------------|------------------|
| | | -12 &P | -13&P | -14&P | Reference | |
| Ammunition markings | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.28 | <ammo.marking> |
| Procedures for ammunition activation | AsR | AsR | AsR | AsR | 4- 5.3.4.9.1.29 | <arm> |
| GENERAL MAINTENANCE WORK PACKAGE | | | | | 4-5.3.4.10 | <gen.maintwp> |
| AMMUNITION MAINTENANCE WORK PACKAGE | | | | | 4- 5.3.4.6 | <ammowp> |
| AUXILIARY EQUIPMENT MAINTENANCE WORK PACKAGE | | | | | 4- 5.3.4.7 | <auxeqpwp> |
| ILLUSTRATED LIST OF MANUFACTURED ITEMS WORK PACKAGE | NR | | | | 4- 5.3.4.14 | <manuwp> |
| TORQUE LIMITS WORK PACKAGE | NR | | | | 4- 5.3.4.15 | <torquewp> |
| AMMUNITION MARKING INFORMATION WORK PACKAGE | NR | | | | 4- 5.3.4.16 | <ammo.markingwp> |
| FOREIGN AMMUNITION (NATO) WORK PACKAGE | NR | | | | 4-5.3.4.17 | <natowp> |
| WIRING DIAGRAMS WORK PACKAGE | NR | | | | 4- 5.3.4.23 | <wiringwp> |
| CHAPTER X. SUPPORTING INFORMATION NOTE Applicable supporting information work packages shall be arranged in the order in which they are presented here and numbered accordingly. | R | R | R | R | 6- 5.1 | <sim> |
| REFERENCES WORK PACKAGE | R | R | R | R | 6- 5.2 | <refwp> |
| INTRODUCTION FOR STANDARD FORMAT MAC WORK PACKAGE | NR | R | R | R | 6- 5.3.1 | <macintrowp> |
| MAC WORK PACKAGE | NR | R | R | R | 6- 5.3.3 | <macwp> |
| RPSTL WORK PACKAGE (-10 through -14) | NR | NR | NR | R | | |
| (-12&P through -14&P) | NR | R | NR | R | 6- 5.4 | <rpstlwp> |
| COMPONENTS OF END ITEM (COEI) AND BASIC ISSUE ITEMS (BII) LISTS WORK PACKAGE | R | R | R | R | 6- 5.5 | <coeibiiwp> |
| ADDITIONAL AUTHORIZATION LIST (AAL) WORK PACKAGE | | | | | 6- 5.6 | <aalwp> |
| EXPENDABLE AND DURABLE ITEMS LIST WORK PACKAGE | | | | | 6- 5.7 | <explistwp> |
| TOOL IDENTIFICATION LIST WORK PACKAGE | NR | | | | 6- 5.8 | <toolidwp> |
| MANDATORY REPLACEMENT PARTS WORK PACKAGE | NR | | | | 6- 5.9 | <mrplwp> |

| TM Content | -10 | -12 -12 &P | -13 -13&P | -14 -14&P | MIL-STD-40051A Reference | Element Name |
|--|--------------|---------------|--------------|--------------|-----------------------------|--------------|
| SUPPORT ITEMS WORK PACKAGE | | | | | 6- 5.11 | <supitemwp> |
| ADDITIONAL SUPPORTING WORK PACKAGES | | | | | 6- 5.12 | <genwp> |
| REAR MATTER | R | R | R | R | 5.3.2 | <rear> |
| Glossary | | | | | 5.3.2.1 | <glossary> |
| Alphabetical index | | | | | 5.3.2.2 | <aindx> |
| Foldout pages | | | | | 5.3.2.3 | <foldsect> |
| DA Form 2028 | R | R | R | R | 5.3.2.4 | <da2028> |
| Authentication page | R | R | R | R | 5.3.2.5 | <authent> |
| Back cover | R | R | R | R | 5.3.2.6 | <back> |
| Legend | | | | | | |
| R | Required | | | | | |
| NR | Not Required | | | | | |
| O | Optional | | | | | |
| AsR | As Required | | | | | |
| * Work packages should be done at major section levels , not at figure levels. | | | | | | |

| TM Content | RPSTL | MIL-STD-40051A Reference | Element Name |
|---|-------|--------------------------|----------------|
| FRONT MATTER | R | 5.3.1 | <frnt> |
| Front cover | R | 5.3.1.1 | <frntcover> |
| Change transmittal page | NR | 5.3.1.3 | <chgsheet> |
| List of effective pages/work packages | R | 5.3.1.4 | <loepwp> |
| Title block page | R | 5.3.1.5 | <titleblk> |
| Table of contents | R | 5.3.1.6 | <contents> |
| CHAPTER X. REPAIR PARTS AND SPECIAL TOOLS LIST FOR (enter equipment name) | R | 5 - 5.3.4 | <pim> |
| INTRODUCTION WORK PACKAGE | *R | 5 - 5.3.5 | <introwp> |
| REPAIR PARTS LIST WORK PACKAGES | *R | 5 - 5.3.6 | <plwp> |
| SPECIAL TOOLS LIST WORK PACKAGE | *R | 5 - 5.3.7 | <stlwp> |
| NSN INDEX WORK PACKAGE | R | 5 - 5.3.8.1 | <nsnindxwp> |
| P/N INDEX WORK PACKAGE | R | 5 - 5.3.8.2 | <pnindxwp> |
| REFERENCE DESIGNATOR INDEX WORK PACKAGE | | 5 - 5.3.8.3 | <refdesindxwp> |
| REAR MATTER | R | 5.3.2 | <rear> |
| DA Form 2028 | R | 5.3.2.4 | <da2028> |

| | | | |
|---------------------|---|---------|-----------|
| Authentication page | R | 5.3.2.5 | <authent> |
| Back cover | R | 5.3.2.6 | <back> |

Legend

R Required
NR Not Required
O Optional
As R As Required

* Work packages should be done at major section levels , not at figure levels.

Attachment 6
PUBLICATION REQUIREMENTS

1. PREPARATION INSTRUCTIONS. You shall deliver DA Technical Manuals (TM)& Electronic TMs (ETM)(.PDF format). In Accordance With (IAW) guidance below:

2. Requirements for publication deliveries shall be as follows:

a. Draft Equipment Publication (DEP). For DEP delivery the Contractor shall provide complete publication(s), that is, validated draft data integrated into the manual/ETMs. DEP ETM manual(s) shall be digital and shall be representative of the final product. Contents must be clearly legible with content and format as for final. DEP ETM hard copies shall be reproduced back-to-back, collated and assembled, with each copy drilled for standard three-hole punch. Digital DEP shall be compiled (deployable) on a single master Compact Disk-Read Only Memory (CD-ROM)(IAW ISO-9660). See Paragraph 6 below for .PDF ETM requirements.

b. Final Draft Equipment Publication (FDEP). For FDEP delivery you shall provide complete publication(s), that is, final data, if applicable, integrated into the manual/ETMs. FDEP shall include all changes and final resolutions resulting from government reviews and tests as well as your quality reviews and final edit. Illustrations shall be inked and all call-outs and text shall be typeset. FDEP manual(s) delivery shall include quantities as stated on the Contract Data Requirements List (CDRL) and consists of the following:

(1) Copies of final manual(s) in the necessary quantities as per the proper CDRLs, each reproduced back-to-back, collated and assembled, and drilled for standard three-hole punch.

(2) Final Reproducible Copy (FRC) shall be single-sided reproducible pages, collated and ready for one-to-one reproduction. FRC pages produced from a 600 dot-per-inch (minimum) laser printer or Photo Mechanical of original master paste-up boards are acceptable. The intent is to receive crisp, clear, reproducible pages without paste-up, ready for one-to-one reproduction without additional work or loss of quality due to handling or storage.

2. SPECIFICATIONS. The specifications shown below shall be used for guidance. Offerors shall respond to the latest version at date of award. Copies can be obtained via web site: <http://www.logsa.army.mil:80/mil40051/menu.htm>

3. CLARIFICATIONS:

a. Safety information, army unique warnings and noise hazard profile related to noise hazards shall be added to manual if 85 dB9A noise level is exceeded. NOTE: DO NOT include any Class I Ozone Depleting Chemicals (ODC's) or reference to ODC's manuals.

b. All illustrations shall be line drawings. If prescreened photographs and halftones appear in manuals, you must assure delivery of final copy that will provide clear legible illustrations after reproduction.

c. Illustrations in: operation and maintenance illustrations shall be isometric and provide a view as seen by user. Illustrations shall appear on same or facing page as applicable text; quantity and type of illustration shall allow user to locate items and operate and maintain equipment in an accurate and efficient manner.

d. Incorporate appropriate lubrication instructions into the Operator and Unit Preventive Maintenance Checks and Services (PMCS) at the applicable hard time intervals IAW MIL-STD-40051-4A(TM), para. 5.3.4.3.2.1.1b.

e. Prepare an operator/crew PMCS data pages to the Manual IAW MIL-STD-40051-4A(TM), para. 5.3.4.3. The operator/crew checks and services must only require the common tools which are included in the Basic Issue Item's furnished with and stored on the vehicle during operation. Operator/crew PMCS will include intervals such as; before, during, after, weekly and monthly, as applicable.

f. Prepare a Unit PMCS containing Unit level tasks IAW MIL-STD-40051-4A(TM), para. 5.3.4.3. The Unit PMCS will include intervals such as; Quarterly, Semiannually or annually.

g. Develop a Maintenance Allocation Chart (MAC) data IAW MIL-STD-40051-6A(TM), para. 5.3.3 and figures 2, 4, 5, 6, and 7. The MAC shall be in contractor's assembly/subassembly sequence to conform with MIL-STD-40051-6A(TM). You shall update the MAC throughout the performance period of the contract, including results of your analysis, vehicle testing, validation, verification and review of technical manual data. You shall perform an analysis to identify the extent of repair for each potentially repairable item and recommend the maintenance level to perform the work within the Army Maintenance System (AR 750-1, chapter 3, section 3, paragraphs 3-8 through 3-11) can be found at the following WEB address:
<http://www.atsc-army.org/cgi-bin/atdl.dll/ar/750-1/ar7501topc.htm>

h. Variables such as item price, parts prices, failure rates of the repairable item, and piece parts, labor costs, and the cost of special tools and equipment shall be considered.

i. Prepare Components of End Item (COEI) and Basic Issue Items (BII) lists as supplemental data page(s) IAW MIL-STD-40051-

6A(TM), para. 5.5 and figure 8.

j. Prepare Additional Authorized List (AAL) as supplemental data page(s) IAW MIL-STD-40051-6A(TM), para. 5.6 and figure 9.

k. Prepare an updated, revised Appendix A, References: see MIL-STD-40051-6A(TM), para. 5.2 and Figure 1.

l. Prepare a Parts cross-reference list showing Manufacturer's CAGE Code and Part Number, Vendor CAGE Code and Part Number and applicable government furnished National Stock Numbers (NSN).

4. ADOBE ACROBAT ETMs:

a. Data shall include Operator and Unit levels PMCSs with lubrication instructions incorporated. Data also includes the Maintenance Allocation Chart (MAC), additional Troubleshooting instructions, Basic Issue Items (BII) list, Additional Authorized List (AAL), Component of End Items List (COEI), References, Special Tool List, and DA Forms 2028s.

b. The contractor shall develop separate ETMs for each pump based on the separate technical manuals for each pump, using the portable document exchange system Acrobat (Adobe Systems Acrobat Version 4.0 or higher) pdf. These files will not have any linking done, but they shall be editable and searchable.

c. The contractor shall create editable Microsoft Word files containing all the text of the ETMs. The contractor will also create Computer Graphics Megafire (CGM) or Consultative Committee on International Telephony and Telegraphy (CCITT) Group 4 files or Tag Image Format Files (TIFF) containing all the graphics/line drawings of the ETMs.

d. The contractor shall deliver each Acrobat ETM (the -10, -24, -24P, etc) on an International Organization for Standardization (ISO) 9660 CD-ROM. Deliver the separate editable files and graphic files on separate ISO 9660 CD-ROMs.

e. The contractor shall provide the government with validated draft ETMs and paper final draft manuals IAW the CDRLs. The contractor's validation shall be hands-on live testing, desk-top review, or a combination of these methods to ensure that the draft ETMs are fully operational so that the government can evaluate their operation, navigation, and structure. The paper copy draft and the ETMs shall be mutually inclusive of data, text and art, and format. The contractor shall give the government a 30-day notice of the time and place of their validation so the government may attend such a validation.

f. The contractor shall provide the government with final draft ETMs and paper final draft technical manuals IAW the CDRLs. All errors discovered by the government or contractor during validation, verification, and reviews shall be corrected by the contractor at no additional charge. All changes to the "system name" configuration shall be accurately reflected in both the ETMs and paper manuals and all supplemental data at no additional cost.

5. Quality Assurance.

a. You shall be responsible for the quality of the manuals, and ETMs and for developing effective processes to develop, test and inspect the deliverables, ensuring technical accuracy, usability, completeness (within the scope of the contract), consistency and generally meet contract requirements prior to delivery.

b. Validation is a process where you must physically perform one hundred percent of the procedures developed to support the vehicle configurations being procured. Validation is an action performed on text and illustrations developed to meet contract requirements; therefore development and validation of data cannot be done simultaneously. Existing data in commercial manuals, proven in the market place need not be performance validated. This data must be reviewed to ensure accurate information and usable incorporation into the manuals with supplemental data. Validation also includes your comparative review of all technical data to the configuration of the item being procured. The validation effort shall assure that both text and illustrations are mutually supportive and accurately describe, reflect only the vehicle configurations being procured.

c. You shall support In Process Reviews (IPRs) by providing samples of work accomplished to date or other requested data and identify improvements to your manuals, data or QA process required as a result of IPR comments. We may witness your validation of the manual data and ETMs.

d. We may use the manuals when testing the end items to determine their accuracy and usability.

e. We reserve the right to perform reviews and testing (verification) for accuracy and usability at our discretion prior to acceptance of the final deliveries. Verification is our hands-on performance check of tasks and deliveries to check the adequacy of your preparation and validation efforts. You must furnish approved configurations of the end items to TACOM for our verification to be held after you deliver the draft manuals to us.

f. We will evaluate the TM(s) for compliance to contract requirements to determine acceptance of the TM(s). Our usability

standard for acceptance of a TM, in addition to requirements already stated, will be based on our determination that all information is presented in such a way that it can be easily identified and found, read and understood, and includes illustration support where needed.

g. If we find errors or deficiencies in your deliveries during our reviews or testing you shall correct them at no additional cost to us.

6. Government Furnished Information (GFI).

a. We will provide the following at the Start of Work meeting: The Technical Manual numbers, the end items' NSN (if available) and official nomenclatures, distribution statements (if available)(information required on the covers you shall prepare). Additional cover data will be provided when available, but not less than 45 days before FDEP due date.

b. We will furnish updated Army regulations and Technical Manual numbers and titles to be included in Appendix A, Reference.

7. Reference. You are invited to use the military performance standard, MIL-STD-40051A(TM), for guidelines and examples of the Technical Manual content and format that meet Army requirements. This all inclusive standard includes information on technical manual preparation and assembly, introduction, theory, operation, troubleshooting, maintenance, repair parts and special tools lists and supporting information previously contained in numerous, separate, detailed specifications and standards.

ATTACHMENT 7
REPAIR PARTS AND SPECIAL TOOLS LIST

1. PREPARATION INSTRUCTIONS. The contractor shall prepare and deliver Repair Parts and Special Tools List(s) (RPSTL)(s) IAW the requirements, quantities, and schedules set forth in the Contract Data Requirements List, DD Form 1423 and this attachment.

a. Draft Equipment Publication (DEP). The contractor shall request a Government printed YWU draft RPSTL output for inclusion in the DEP. The contractor shall deliver a validated DEP, which consists of:

- (1) Draft cover, front matter, introduction (Section I). Submit on 8-1/2 x 11-in. bond in single-spaced manuscript format.
- (2) Draft Illustrations. Submit on 8-1/2 x 11-in. bond.
- (3) Draft RPSTL output (Sections II and III).

(4) Draft RPSTL Index output (Section IV). Submit draft RPSTL Index with the same Julian date as the draft RPSTL being submitted (Julian date is located on the upper left-hand corner of the Draft and Index cover sheet). DEP shall be delivered in quantity stated on DD Form 1423. For DEP, illustrations need not be inked and may have hand-written callouts but shall be in final format and complete content. DEP may contain hand written corrections, as long as such corrections do not affect more than 10% of RPSTL line item entries. All annotations, however, must be clearly legible, and parts list corrections for non-RPSTL TM data elements must be accompanied by transactions to correct the Provisioning Master Record (PMR).

b. Final Draft Equipment Publication (FDEP). The contractor shall request that the Government print a YWX proof RPSTL output for contractor inclusion in the FDEP. FDEP deliverable shall consist of:

- (1) Original reproducible camera-ready copy of final RPSTL: Cover, front matter, introduction, Section II Parts List with illustrations, Section III Special Tools List and Section IV Indexes; collated and circlefolioed in non-reproducible blue.
- (2) PDF copy of approved FDEP on CD-ROM and editable copy of delivered on CD-ROM as stated on DD Form 1423.
- (3) Copies of FDEP in quantity stated on DD Form 1423, each copy reproduced back-to-back and punched for standard 3-hole binder.
- (4) Reproduction Assembly Sheet (for camera-ready copy). (See MIL-HDBK-38790)

c. FDEP Copy Deliverable. If required by DD Form 1423, the Contractor shall deliver FDEP copies for Government review and approval prior to delivery of FDEP camera-ready with additional copies. This submission before camera-ready delivery, when procured, helps avoid unnecessary handling or shipment of camera--ready materials.

2. SPECIFICATIONS. The following specifications shall apply. Contractor shall use latest edition available at time of contract award.

- a. MIL STD-40051A (TM), Preparation of Digital Technical Information for Multi-Output Presentation of Technical Manuals. (2 March 99)
- b. MIL-STD-40051-5A(TM), Technical Manuals, Parts Information (PI) and Repair Parts and Special Tools List (RPSTL). (2 March 99)
- c. ADSM 18-LEA-JBE-ZZZ-UM-05, Automated Data Systems Manual Commodity Command Standard System, Repair Parts and Special Tools List. (9 May 97)
- d. ADSM 18-LEA-JBE-ZZZ-UM-06, Automated Data Systems Manual Commodity Command Standard System, Provisioning System. (6 July 99)
- e. MIL-M-38784(TM) Military Specification Manuals, Technical: General Style and Format Requirements.
- f. TB 750-93-1, Technical Bulletin Functional Grouping Codes: Combat, Tactical, and Support Vehicles and Special Purpose Equipment.
- g. MIL-HDBK-38790, Printing Production of Technical Manuals, General Requirements for (24 February 1997).
- h. MIL-HDBK-1222, Guide to the General Style and Format of U.S. Army Work Package Technical Manuals (9 April 1997).

3. CLARIFICATION OF SPECIFICATIONS. Requirements of the governing specifications are clarified as follows:

a. MIL-HDBK-1222(TM):

| Reference (Paragraph) | Clarification |
|--------------------------|---|
| 6.3.4 | The darkness, weight and sharpness of lines shall be sufficient to reproduce clearly at required reproduction size without additional treatment. |
| 6.3.5 | Do not use Photographs in RPSTLs. |
| 6.3.6 and | Engineering drawings are not acceptable as RPSTL illustrations. |
| 6.5.1.1.a | Callouts in FDEP shall be typeset or prepared by a mechanical method rather than free hand lettering. The lettering shall be 8 to 10 point, plus or minus one point in size when printed. |

b. MIL-STD-40051-5A(TM):

| Reference (Paragraph) | Clarification |
|--------------------------|--|
| 5.3 | <p>RPSTL Technical Manual (TM) shall be developed and included in TM.</p> <p>All Functional Group Codes (FGCs), including Subgroup codes, listed in the Maintenance Allocation Chart (MAC) that are applicable to the maintenance level of the RPSTL shall be listed in the table of contents.</p> <p>If the RPSTL TM includes Depot Level parts the statement "Including Depot Maintenance Repair Parts" shall be added to the title of the RPSTL TM.</p> <p>The Repair Parts List shall be in ascending numerical order by functional groups as listed in the MAC. Group numbers shall be assigned in accordance with TB 750-93-1.</p> <p>Figures shall be numbered in ascending sequence throughout the manual.</p> <p>Additional description or extended nomenclature to the approved federal item name in the provisioning file should be limited. Only information essential to identifying the assembly or part shall be added (such as "left", "right", "make from...") except for the following: bolts and screws shall include the size, length, thread class and grade, following the item name.</p> <p>When an assembly is the last item in a given figure and its repair parts are illustrated in the figure immediately following, the parts shall be indented one space more than the assembly.</p> <p>When an assembly and its parts are in the same figure, the parts shall be indented one space further right than the assembly.</p> <p>Kit listing shall be in a separate functional group titled "GROUP 9401 REPAIR KITS". Kits shall fall out in ascending alphanumeric part number sequence (an automatic sort from correct data entry) and shall not be assigned item numbers.</p> <p>Kit repair parts shall be listed with their applicable figure and appear in item number sequence. The statement "PART OF KIT P/N (kit P/N)" shall follow the item name. This statement appears automatically through correct use of the provisioning and RPSTL data entry process.</p> <p>Only one FGC shall appear in a figure.</p> <p>The headers for lists shall be all caps and shall contain the same basic wording and information as the associated figure title and functional group title used in the MAC and TB 750-93-1. See example in clarification of ADSM 18-LEA-JEE-ZZZ-UM-05 below. Figure numbers and titles on illustrations shall be upper case for the first letter of principle words.</p> |

c. TB 750-93-1:

| Reference (Paragraph) | Clarification |
|--------------------------|--|
| 6 | Add component functional group code " 94 Kits". |
| 7 | Add component functional group code " 94 Kits". Add subgroup code " 9401 Kits and Related Parts". |

d. ADSM 18-LEA-JBE-ZZZ-UM-05:

Reference
(paragraph) Clarification

Contractor shall not deliver 80-column worksheets or keypunched cards; all RPSTL TM data entry shall be by terminal (using modem) or by magnetic tape. When using a modem, bits per second (bps) or baud rate affects speed of transactions. Recommend contractor use modem capable of at least 2400 bps.

3.3.1 All input requests for output products will be processed by the Government.

6.5.3 Contractor shall not perform RPSTL workfile (aka download) maintenance (i.e., make corrections to the parts list in the workfile) until after delivery and Government review and acceptance of DEP. Prior to acceptance of DEP, all changes to parts list RPSTL TM data shall be made to the provisioning master record (PMR). Contractor may make corrections only to header data portion of RPSTL workfile prior to DEP delivery and acceptance.

3.2.2.2 Entry of DIC YWT, Functional Group Code (FGC) Header Maintenance, is via tape or modem into RPSTL download in accordance with this ADSM. Entry of FGC Headers is recommended after validation to eliminate need for post-validation changes. Batch entry via magnetic tape shall be 80-column worksheet format with data entered in card columns as defined.

3.2.2.2b Functional group code entry shall agree with FGC entered on corresponding M card.

TM-FGC Card
Column 8-18

3.2.2.2b YWT FUNC NARR presents figure number and legend.
FUNC NARR FUNC NARR shall be as follows:
Card Column a) Basic Group FGC (required only for the first figure of each basic functional group)

19-54 b) Subgroup FGC.
c) Figure number and legend.
Example:
GROUP 01 ENGINE
GROUP 0100 ENGINE ASSEMBLY
FIG. 1 ENGINE ASSEMBLY, UPPER

e. ADSM 18-LEA-JBE-ZZZ-UM-06

3.2.3b Initial entry of RPSTL TM data elements to PLISN records already established in the PMR are update data (not new data) transactions.

A-2, A-3, Batch entry of RPSTL TM "M" and "N" card data shall be by magnetic tape using 80-column worksheet A-14, format with data entered in columns as required by "PCCN and PLISN", "Action Code" "CFI " m" and "CFI N" element descriptions. Recommend batch entry be used for initial RPSTL TM data entry only (see clarification for paragraph "E-1" below). For batch entry of FGC header data, see clarification for ADSM 18-LEA-JBE-ZZZ-UM-06, para "3.2.2.2" above.

A-14 On page A-24, in Definition of "*FUNC-CD", delete "Enter only on the OIG card."

A-15 If an item will appear more than once in a RPSTL with same extended nomenclature, N card data must be input for each TM appearance.

A-15 On page A-26, in Definition of "*PROV-NOMEN", change " 02H card" to " 02N card"

E-1 To avoid having to delete and add key data element and all associated field data when changing a key data element, recommend contractor process all RPSTL TM data changes on-line (using modem). See also clarification to para "A-2, A-3, A-14 and A-15" above.

f. RPSTL TM Data Element Entry. TM Data can be input into the Provisioning Master Record (PMR) by terminal (using modem)(ADSM 18-LEA-JBE-ZZZ-UM-06), into the RPSTL workfile/download by terminal (using modem)(ADSM 18-LEA-JBE-ZZZ-UM-05), or into the PMR by magnetic tape (80-column worksheet format with data entered in columns as required by ADSM 18-LEA-JBE-ZZZ-UM-06 for "M" and "N" card data and by MIL-PRF-49506 (Logistics Management Information) for non-" M" or "N" card data). Some of these entries are clarified as

follows:

| | | | |
|--------------------------|---|--|-------|
| ADSM-05 para 6.5.3 | ADSM-06 App A | Clarification | |
| BOI- Level | CFI M BOI- | When entering RPSTL data for a special tool or special tool kit, certain data can be entered to obtain one or more messages in the proof RPSTL. The Government will provide BOI requirements | LVL-1 |
| | CFI A IND-CD | When entering RPSTL data for an item that is part of a kit (i.e., item source-coded KD, KF, KB), an asterisk shall be entered. (For entry via magnetic tape, see MIL-PRF-49506, and the provisioning portion of this contract.) | |
| NHA- PLISN | CFI D NHA- PLISN | When entering RPSTL data for an item that is part of a kit (i.e., item source-coded KD, KF, KB), two PLISNs shall be entered in PLISN this block: the kit PLISN and the assembly PLISN on which the kit repair part is used. (For entry via magnetic tape, see MIL-PRF-49506, and the provisioning portion of this contract) | |
| NHA- PLISN (6th | CFI D NHA- IND | RPSTL data entry for an item that is part of a kit (i.e., item source-coded KD, KF, KB) shall Position have an asterisk entered for the kit PLISN (not for the assembly-on-which-kit is used PLISN). (For entry via magnetic tape, see MIL-PRF-49506, and the provisioning portion of this contract) | |
| TM-CODE | CFI M TM-CD (and) CFI N TM-CD | Government will provide TM Code. | |
| FIG-NO | CFI M FIG-No (and) CFI N FIG-NO | For RPSTL data entry for a kit: KITS" shall be entered. For RPSTL data entry for 1 bulk material: "BULK" shall be entered in this four-character field. | |
| ITEM-NR | CFI M ITEM-NR (and) CFI-N ITEM-NR | Entry shall be right justified. Do not zero fill unused blocks. For RPSTL data entry for a kit or entry for a bulk material, entry shall be blank. | |
| TM-CH- No. | CFI M TM CHG-No. | For new or revised RPSTLs, leave blank. For a TM Change publication, entry is right justified, zero filled. | |
| TM-IND- CD | CFI M TM-IND- | If no indenture is required, leave blank; do not enter zero. Entering CD a Number causes nomenclature to indent said number of spaces. Shows an item's relationship within an assembly. This relationship is also indicated by NHA PLISN and both shall agree. Indenture shall not exceed 5 spaces. For RPSTL data entry for a kit, leave blank. For RPSTL data entry for a bulk item, leave blank. | |
| QTY-PER -FIG FIG | CFI M QTY-PER- | Numeric entry shall be right justified with unused characters zero-filled. "V" (for variable) shall be left-justified, no zero fill (remaining characters blank). For RPSTL data entry for a kit: quantity per figure shall be equal to the number of assemblies on which the kit is used. For special tool, special tool kit, and tool within special tool kit RPSTL data entry: leave blank. | |
| TM-FGC | CFI M | In building and accessing a RPSTL workfile, the automated process sorts and sequences RPSTL FUNC-CD data by TM Code, by TMFGC and then item number (not figure number). Therefore, a unique and sequential extended FGC must be entered for each figure in the RPSTL. Unless otherwise determined at start of work meeting, or otherwise required for TM Change preparation due to existing FUNC-CD file structure, extended FGCs shall be as follows: | |

For items other than kits, bulk material, special tools, special tool kits and tools within a special tool kit, enter the four-digit functional group code in first four characters. Leave 5th character blank. 6th through 9th characters shall contain the figure number, right justified, with unused blocks zero filled. 10th and 11th characters shall be blank.

For a kit RPSTL data entry, enter kit FGC " 9401" in first four characters. Leave 5th character blank. 6th through 8th characters shall have "KIT" entered. 9th through 11th characters shall contain kit sequencing number, determined as follows:

Kits shall appear in part number sequence in FGC 9401. First kit shall have 010 in 9th through 11th characters, second kit shall have 020, and so on. This method permits addition of kits to the FG.

For a bulk material RPSTL data entry, enter bulk material FGC " 9501" in 1st through 4th characters. Leave 5th character blank. 6th through 9th characters shall have "BULK" entered. 10th and 11th characters shall be blank.

For a special tool a special tool kit, or a tool within special tool kit RPSTL data entry, enter FGC " 2604" in 1st through 4th characters. Leave 5th character blank. In 6th through 9th character enter figure number, right justified, with unused blocks zero filled. 10th and 11th characters shall be blank.

PROV- CFI N Extended nomenclature, only as NOMEN required, shall be entered. Entry shall be left
PROV justified, except for RPSTL data entry for a tool in a special tool kit. For RPSTL data entry
NOMEN for a tool in a special tool kit: quantity statement shall be entered right justified
(example: QTY: 1 PER SET).

For RPSTL data entry for a manufactured item (i.e., item source-coded MO, MF, MH, ML or MD), entry shall be "MAKE FROM (enter applicable bulk material or other replaceable item name) P/N (enter number)."

Do not enter kit identification data for kit parts (i.e. parts coded KD, KF or KB). "PART OF KIT.... " information automatically prints out when kit part data is properly entered elsewhere.

Extended nomenclature includes dimension or size information only when like items may be confused unless further identified by dimension or size (for example, oversize parts, shims, and gaskets), or when describing bolts, nuts and screws.

4. DELIVERY SCHEDULE. Deliver RPSTL products in accordance with DD Form 1423.

5. GOVERNMENT FURNISHED INFORMATION. The Government will furnish the following information:

a. TM Number and TM Code

b. User ID and Passwords (for terminal data entry)

c. Basis of Issue (BOI) information

d. Specifications cited-

e. YWU Draft RPSTL outputs, YWX Proof RPSTL output, and other RPSTL outputs described by ADSM-18-LEA-JBE-ZZZ-UM-05, para 3.3.1 (as required or requested by contractor).

f. Provisioning Format output Listing, Summary Parts Index PLISN to Part Number sequence, Summary Parts Index Part Number to PLISN Sequence, PTD Transaction History, Validation Reject Listing or other provisioning file outputs described by ADSM-18-LEA-JBE- ZZZ-UM-06, para 3.4.1 (as required or requested by contractor)

ADD ANY OTHER INFORMATION TO BE PROVIDED, e.g., User comments (DA Form 2028) to current manuals, Approved engineering changes, Copy of current manual(s), Copy of current artwork and drawings.

6. ORDERING DATA.

a. RPSTL is a part of the 14&P.

b. The maintenance level(s) shall be determined upon approval of MAC.

- c. The "Current as of" date will be the date of the RPSTL download (YWU output) used for preparation of final (proof) RPSTL.
- d. "Reporting Errors and Recommending Improvements" statement is:
- e. Manual title is: Operator's Organizational Direct Support and General Support (Including Repair Parts and Special Tools List).
- f. This component item RPSTL is used to support all end item(s) purchased under this contract.
- g. Contractor shall notify Government in advance of abbreviations used which are not contained in MIL-STD-12.
- h. Illustration identification numbers are not required.
- i. Supersession notice shall be provided at start of work of work meeting.
- j. Artwork and drawings to be furnished, if any, is listed under Government furnished information paragraph above.
- k. Applicable publication references will be provided at start of work meeting.
- l. The Maintenance Allocation Chart or changes thereto will be drafted by the contractor and approved by the Government
- m. In-process reviews will be held. See Attachment 4, Publication Requirements.
- n. See TM Content Matrix, Attachment 3.

o. When the Government accepts a manuscript with the provision that errors will be corrected, the contractor must correct errors within 30 calendar days following notification, at no cost to the Government.

7. VALIDATION. The contractor shall validate the Draft Equipment Publication (DEP) in accordance with Paragraph 10 below and with Attachment 4, Publication Requirements.

8. VERIFICATION. Government verification shall be performed in accordance with Paragraph 10 below and with Attachment 4, Publication Requirements and the following: Government may also observe contractor validation, test contents at Government hands-on verification of narrative manuals, and review contractor validation and quality assurance records as part of verification.

9. QUALITY ASSURANCE/QUALITY CONTROL.

10. DESCRIPTION OF RPSTL DEVELOPMENT PROCESS.

a. Preparation of the RPSTL shall be accomplished in four phases: input phase, draft retrieval/validation phase, verification phase and final camera-ready production phase.

b. Phase I: Input Phase. During the input phase, the contractor shall perform the following tasks:

(1) Using appropriate source data, (examples- provisioning file data, engineering drawings, Maintenance Allocation Chart) identify the items to be included in the RPSTL.

(2) Assign basic four-digit Functional Group Codes (FGC) in accordance with TB 750-93-1.

(3) Develop draft illustrations (illustrations shall be line drawings; half tones are not allowed).

(4) Develop RPSTL TM data elements. Enter this data into the Provisioning Master Record (PMR) using the terminal method (through a modem) in accordance with ADSM 18-LEA-JBE-ZZZ-UM-06. Or using the batch method (via magnetic tape) using 80-column worksheet format with entries in columns defined by ADSM 18-LEA-JBE-ZZZ-UM-06 for "M" and "NO" card data and defined by MIL-PRF-49606 for non-M or N card data. RPSTL TM data elements include:

Technical manual code (key data element)
Figure number (key data element)
Item number (key data element)
Technical manual change code (for TM Change publications only)
Technical manual indenture code
Quantity per figure

Technical manual functional group code (extended code to provide RPSTL sequencing)(key data element except for "N" card)
Provisioning nomenclature (extended nomenclature, only as required in addition to provisioning item name) Basis of issue level (as applicable for special tool or special tool kit only)
Indenture code asterisk, next higher assembly PLISNs and next higher assembly indenture (only for items that are part of a kit)

(5) Using Validation Reject Listing, PTD Transaction History, File Maintenance Reject Report, RPSTL Edit List and other appropriate outputs, the contractor shall input transactions to correct rejects or provide missing data. Contractor shall repeat this step until all items are input into the Provisioning Master Record (PMR) correctly.

c. Phase II: Retrieval/Validation Phase. During this phase, the following tasks shall be accomplished:

(1) Contractor will request and Government will provide a YWU draft RPSTL output: Draft RPSTL, current Rejected Records, Review Listing (as applicable), Index (if requested).

(2) Contractor shall review RPSTL draft/workfile to insure data is complete and ready for RPSTL validation. If draft/workfile is incorrect or incomplete, contractor shall input transactions to correct PMR as required and request Government delete current draft/workfile. Contractor shall continue to request and review RPSTL draft/workfiles, request deletions of draft/workfiles and input corrections to the PMR until complete and accurate RPSTL draft/workfile is obtained.

(3) When contractor achieves a draft RPSTL output, which is correct, and complete, the contractor shall compile the draft illustrations, draft RPSTL printout and introduction and validate them.

(4) After validation is complete, the contractor shall either request deletion of workfile, correct PMR, and obtain a new draft workfile for revalidation/submission to the Government or use the validated current download as basis for DEP delivery to the Government.

NOTE

Submitting FGC headers after validation is recommended here only to help eliminate post-validation header changes. Headers can be entered into the download by tape as early as when the first parts list download is requested, or can be entered by tape or terminal (using modem) anytime after parts list download exists.

(5) Before delivery of validated DEP, contractor shall submit YWT transactions (FGC headers) and request RPSTL download file copy with headers for DEP hard copy submission to the Government. (See Draft Equipment Publication deliverable, para 1 above.)

d. Phase III: Verification Phase.

(1) The Government will verify the DEP. See para 8 (VERIFICATION) above.

(2) Government shall furnish results of the verification to the contractor.

(3) If DEP fails verification, Contractor shall reprepare and resubmit validated DEP. (See Attachment 4, Publication Requirements).

e. Phase IV Final Camera-Ready Preparation. During the final camera-ready copy preparation, after DEP passes verification, the following actions shall be performed:

(1) Contractor shall make parts list and header corrections, if any, into the RPSTL workfile by terminal using modem (ADSM18-LEA-JBE-ZZZ-UM-05).

(2) Contractor shall input corrections, if any, required to non-RPSTL TM data elements (non-M and N card CCSS data) into the PMR.

(3) Contractor shall make corrections, if any, to cover, front matter, introduction or illustrations and finalize illustrations and text.

(4) Contractor shall request and Government will provide YWX Proof RPSTL output for inclusion in FDEP.

(5) After performing final edit to assure FDEP is complete and correct, contractor shall develop .PDF file and deliver FDEP. (See Attachment 6, Publication Requirements).

(6) The Government will perform a final edit to insure that the FDEP RPSTL has incorporated all verification comments/corrections and is complete and suitable for reproduction. See Attachment 6, Publication Requirements.

PIIN/SIIN DAAE07-02-R-T074

MOD/AMD

ATT/EXH ID Attachment 007

PAGE 8